



**SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN FRANCISCO**

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COMPLAINT

THE STATE OF CALIFORNIA et al VS. SAMSUNG SDI, CO, LTD

001C03378893

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

**THE STATE OF CALIFORNIA; THE
 PEOPLE OF THE STATE OF
 CALIFORNIA, ex rel. KAMALA D.
 HARRIS, Attorney General of the State of
 California, as *parens patriae* on behalf of
 natural persons residing in the state,**

**SACRAMENTO COUNTY, CORONA-
 NORCO UNIFIED SCHOOL DISTRICT,
 ELK GROVE UNIFIED SCHOOL
 DISTRICT, METROPOLITAN WATER
 DISTRICT OF SOUTHERN
 CALIFORNIA, SANTA CLARA COUNTY,
 SHASTA COUNTY, CITY OF FRESNO,
 ALAMEDA COUNTY, CITY OF LONG
 BEACH, CITY OF LOS ANGELES, CITY
 OF OAKLAND, CITY OF SAN DIEGO,
 CITY AND COUNTY OF SAN
 FRANCISCO, CITY OF SAN JOSE,
 CONTRA COSTA COUNTY, FRESNO
 COUNTY, FRESNO UNIFIED SCHOOL
 DISTRICT, GARDEN GROVE UNIFIED
 SCHOOL DISTRICT, KERN COUNTY,
 LOS ANGELES COUNTY, LOS
 ANGELES UNIFIED SCHOOL
 DISTRICT, ORANGE COUNTY, SAN
 DIEGO UNIFIED SCHOOL DISTRICT,
 SAN FRANCISCO UNIFIED SCHOOL**

Case No.

**COMPLAINT FOR DAMAGES,
 INJUNCTION, RESTITUTION AND
 CIVIL PENALTIES BASED ON:**

**(1) VIOLATIONS OF THE
 CARTWRIGHT ACT (Bus. & Prof. Code §§
 16720, et seq.)**

**(2) VIOLATIONS OF THE UNFAIR
 COMPETITION ACT (Bus. & Prof. Code
 §§ 17200, et seq.)**

(3) UNJUST ENRICHMENT

DEMAND FOR JURY TRIAL

**DISTRICT, SAN JOAQUIN COUNTY,
SAN JUAN UNIFIED SCHOOL
DISTRICT, SAN MATEO COUNTY,
SANTA BARBARA COUNTY, SONOMA
COUNTY, TULARE COUNTY, VENTURA
COUNTY AND THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA,**

Plaintiffs

v.

**SAMSUNG SDI, CO., LTD F/K/A
SAMSUNG ELECTRONICS AMERICA,
INC., SAMSUNG SDI AMERICA, INC.,
SAMSUNG SDI MEXICO, S.A. DE
C.V., SAMSUNG SDI BRASIL LTDA.,
SHENZHEN SAMSUNG SDI CO., LTD.,
TIANJIN SAMSUNG SDI CO., LTD,
SAMSUNG SDI (MALAYSIA) SDN. BHD.,
ORION ELECTRIC COMPANY,
DAEWOO ELECTRONICS CO.,
DAEWOO-ORION SOCIETE ANONYME
("DOSA"), HITACHI LTD., HITACHI
DISPLAYS, LTD, HITACHI
ELECTRONIC DEVICES (USA) INC.,,
HITACHI AMERICA, LTD., HITACHI
ASIA, LTD., SHENZHEN SEG HITACHI
COLOR DISPLAY DEVICES, LTD.,
IRICO GROUP CORPORATION, IRICO
DISPLAY DEVICES CO., LTD., IRICO
GROUP ELECTRONICS CO., LTD., LG
ELECTRONICS, INC., LG
ELECTRONICS USA, INC., LG
ELECTRONICS TAIWAN TAIPEI CO.,
LTD., LP DISPLAYS INTERNATIONAL,
LTD F/K/A LG PHILIPS DISPLAYS,
PANASONIC CORPORATION (F/K/A
MATSHUSITA ELECTRONIC
INDUSTRIAL CO., LTD.) PANASONIC
CORP. OF NORTH AMERICA,
MATSUSHITA ELECTRONIC
CORPORATION (MALAYSIA) SDN BHD,
MT PICTURE DISPLAY CO., LTD,
BEIJING MATSUSHITA COLOR CRT
COMPANY, LTD., SAMTEL COLOR,
LTD., THAI CRT COMPANY, LTD.,
TOSHIBA CORPORATION, P, TOSHIBA
AMERICA, INC. TOSHIBA AMERICA
CONSUMER PRODUCT, LLC, TOSHIBA
AMERICA INFORMATION SYSTEMS,
INC., TOSHIBA AMERICA**

**ELECTRONICS COMPONENTS, INC.,
TOSHIBA DISPLAY DEVICES
(THAILAND) COMPANY, LTD., PT
TOSUMMIT ELECTRONIC DEVICES
INDONESIA**

Defendants.

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1 Plaintiffs, by and through Kamala D. Harris, as Attorney General of the State of California,
2 allege as follows:

3 INTRODUCTION

4 1. Cathode Ray Tubes ("CRTs") play a significant role in the lives of the People of
5 California. From the 1890s when they were first used as an oscilloscope to view and measure
6 electrical signals to their introduction in televisions at the 1939 New York World's Fair, CRTs
7 have steadily grown in use and acceptance. Now CRTs can be found in such products as
8 televisions and computer monitors used by Californian government entities and natural persons.
9 After having been the dominant form of display technology, innovations such as flat panel LCD
10 and plasma television, have gradually replaced CRTs from their former preeminent position.

11 2. Beginning in March of 1995, employees of several Defendants began to meet and
12 exchange competitively sensitive information about CRTs involving such matters as pricing,
13 shipping, customer demand, and production. Through 1996 and into 1997, the meetings bloomed
14 into a formal, collusive scheme involving bilateral and multilateral meetings with employees from
15 multiple Defendants reaching as high, in some instances, as their chief executives. The purpose
16 of these meetings was to fix the prices of CRTs at supracompetitive levels, using such methods as
17 market and customer allocations and output restrictions.

18 3. For the duration of this covert conspiracy, Defendants' actions succeeded in
19 minimizing the effects of the declining CRT market which had created periods of oversupply and
20 downward price pressure. Defendants' surreptitious behavior resulted in stable and even rising
21 prices in a mature and declining market. Defendants' conduct had a significant impact on prices
22 as they collectively controlled the vast majority of the market for CRTs globally, including
23 markets in the United States and the State of California. As a result of Defendants' unlawful
24 conduct Californians, including the Plaintiffs, paid higher prices for CRT-containing products
25 than they would have in a competitive market.

26 4. On March 18, 2011, Defendant Samsung SDI Company Ltd., agreed to plead
27 guilty and to pay a \$32 million criminal fine for its role in a global conspiracy to fix prices,
28 reduce output, and allocate market shares of CDTs. And, on September 13, 2010 the Czech

1 Republic's Office for the Protection of Competition fined several Defendants a total CZK 51.787
 2 million for participating in a cartel whose purpose was to fix the price of CRTs used in color
 3 televisions. On October 7, 2009, the Japan Fair Trade Commission concluded that six CRT
 4 manufacturers participated in the conspiracy and imposed approximately \$43 million in fines on
 5 October while it has been reported that Korea's Fair Trade Commission also imposed a fine of
 6 about \$23.5 million on five CRT manufacturers.

7 JURISDICTION AND VENUE

8 5. This Court has subject matter jurisdiction over all causes of action alleged in this
 9 Complaint pursuant to the California Constitution, Article VI, § 10, and is a Court of competent
 10 jurisdiction to grant the relief requested herein. Plaintiffs' claims for violation of Business &
 11 Professions Code §§ 16720 and 17200, *et seq.* and for unjust enrichment, arise under the laws of
 12 the State of California, are not preempted by federal law, do not challenge conduct within any
 13 federal agency's exclusive domain, and are not statutorily assigned to any other trial court.

14 6. This Court also has subject matter jurisdiction over all causes of action alleged in
 15 this Complaint pursuant to California Business & Professions Code § 16760(a)(1) and is a Court
 16 of competent jurisdiction to grant the relief as requested herein. Plaintiffs' claims for violation of
 17 Business & Professions Code § 16760(a)(1) arise under the laws of the State of California, are not
 18 preempted by federal law, do not challenge conduct within any federal agency's exclusive
 19 domain, and are not statutorily assigned to any other trial court.

20 7. Each Defendant did substantial business in the State of California. Either
 21 Defendants manufactured CRTs that ended up in CRT-containing products sold in the State of
 22 California, marketed or sold CRTs to California businesses that incorporated those CRTs into
 23 CRT-containing products that were sold in the State of California, or did substantial business
 24 through subsidiaries, affiliates, and/or agents located in the State of California.

25 8. Venue is proper in this Court pursuant to California Code of Civil Procedure §§
 26 395 and 395.5, and California Business & Professions Code §§ 16750 and 16754. Defendants
 27 conduct substantial business directly and/or indirectly in the State of California and in the City
 28

1 and County of San Francisco. The injuries that have been sustained as a result of Defendants'
 2 illegal conduct occurred in part in the City and County of San Francisco.

3 DEFINITIONS

4 9. The term "CRT" or "CRTs" means cathode ray tube(s). A CRT is a display
 5 technology used in televisions, computer monitors, and other specialized applications. The CRT
 6 is a vacuum tube that is coated on its inside face with light sensitive phosphors. An electron gun
 7 at the back of the vacuum tube emits electron beams. When the electron beams strike the
 8 phosphors, the phosphors produce red, green or blue light. A system of magnetic fields inside the
 9 CRT, as well as varying voltages, directs the beams to produce the desired colors. This process is
 10 rapidly repeated several times per second to produce the desired images.

11 10. The term "CDT" means color display tubes.

12 11. The term "CPT" means color picture tubes.

13 12. There are two types of CRTs: (a) CDTs are CRTs which are primarily used in
 14 color computer monitors and other specialized applications and (b) CPTs are CRTs which are
 15 primarily used in color televisions. CDTs and CPTs are collectively referred to herein as
 16 "cathode ray tubes" or "CRTs".

17 13. The term "OEM" or "OEMs" means any Original Equipment Manufacturer of
 18 CRT containing products.

19 14. The term "Relevant Period" means from the beginning of March 1995 to June 30,
 20 2007 in which the Defendants and/or their co-conspirators manufactured, marketed, sold, and/or
 21 distributed CRTs that were incorporated into, or affected the price of, CRT-containing products
 22 purchased by Plaintiffs.

23 THE PARTIES

24 I. PLAINTIFFS

25 15. Plaintiffs are a) the Attorney General, in the name of the people of the State of
 26 California, as *parens patriae* on behalf of natural persons residing in the state who are consumers
 27 that purchased CRTs or CRT-containing products, or both; b) the State of California; and c) the
 28 following specified political subdivisions or public agencies in the State of California:

1. Sacramento County
2. Corona-Norco Unified School District
3. Elk Grove Unified School District
4. Metropolitan Water District of Southern California
5. Santa Clara County
6. Shasta County
7. City of Fresno
8. Alameda County
9. City of Long Beach
10. City of Los Angeles
11. City of Oakland
12. City of San Diego
13. City and County of San Francisco
14. City of San Jose
15. Contra Costa County
16. Fresno County
17. Fresno Unified School District
18. Garden Grove Unified School District
19. Kern County
20. Los Angeles County
21. Los Angeles Unified School District
22. Orange County
23. San Diego Unified School District
24. San Francisco Unified School District
25. San Joaquin County
26. San Juan Unified School District
27. San Mateo County

28. Santa Barbara County
29. Sonoma County
30. Tulare County
31. Ventura County
32. The Regents of the University of California.

II. DEFENDANTS

Daewoo/Orion Entities:

16. During the Relevant Period Orion Electric Company ("Orion") was a major manufacturer of CRTs. Orion was a Korean corporation which filed for bankruptcy in 2004. In 1995, approximately 85% of Orion's (US) \$1 billion in sales was attributed to CRTs. Orion was involved in CRT sales and manufacturing joint ventures and had subsidiaries all over the world, including South Africa, France, Indonesia, Mexico, and the United States. Orion was wholly-owned by the "Daewoo Group". The Daewoo Group included Daewoo Electronics Company Ltd., a South Korea company with its principal base of business located at 686 Ahyeon-dong, Mapo-gu, Seoul, South Korea (and also a Defendant), Daewoo Telecom Company, Daewoo Corporation and Orion Electronics Components Company. The Daewoo Group was dismantled in or around 1999.

17. Daewoo Electronics Company, Ltd. and Orion were 50/50 joint venture partners in an entity called Daewoo-Orion Société Anonyme ("DOSA") in France which is also a Defendant. As of approximately 1996, DOSA produced 1.2 million CRTs annually. Defendant Daewoo sold DOSA's CRT business in or around 2004.

18. In December 1995, Orion partnered with Toshiba Corporation and two other non-defendant entities to form PT Tosummit Electronic Devices ("TEDI") in Indonesia. TEDI was projected to have an annual production capacity of 2.3 million CRTs by 1999. During the Relevant Period Orion, Daewoo Electronics, Ltd., TEDI and DOSA manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

1 19. Defendants Daewoo Electronics, TEDI, Orion, and DOSA are collectively referred
2 to herein as “Daewoo”.

3 **Hitachi Entities:**

4 20. Defendant Hitachi, Ltd. is a Japanese company with its principal place of business
5 located at 6-1 Marunouchi Center Building 13F, Chiyoda-ku, Tokyo 100-8280, Japan. Hitachi,
6 Ltd. is the parent company for the Hitachi brand of CRTs. In 1996, Hitachi, Ltd.’s worldwide
7 market share for color CRTs was 20 percent. During the Relevant Period Defendant Hitachi, Ltd.
8 manufactured, marketed, sold, and/or distributed CRTs incorporated into, or affecting the price
9 of, CRT-containing products purchased by Plaintiffs.

10 21. Defendant Hitachi Displays, Ltd. (“Hitachi Displays”) is a Japanese company with
11 its principal place of business located at AKS Building, 2 Kandaneibeicho 3, Chiyoda-ku,
12 Tokyo, 101-0022, Japan. Hitachi Displays was originally established as Mobara Works of
13 Hitachi Ltd. in Mobara City, Japan, in 1943. In 2002, all the departments of planning,
14 development, design, manufacturing, and sales concerned with the display business of Hitachi,
15 Ltd. were spun off to create a separate company called Hitachi Displays, Ltd. Hitachi, Ltd.
16 dominated and controlled the finances, policies, and affairs of Hitachi Displays relating to the
17 antitrust violations alleged in this Complaint. During the Relevant Period Hitachi Displays
18 manufactured, marketed, sold, and/or distributed CRTs incorporated into, or affecting the price
19 of, CRT-containing products purchased by Plaintiffs.

20 22. Defendant Hitachi Electronic Devices (USA), Inc. (“HEDUS”) is a Delaware
21 corporation with its principal place of business located at 1000 Hurricane Shoals Road, Ste. D-
22 100, Lawrenceville, GA 30043. HEDUS is a subsidiary of Hitachi, Ltd. and Hitachi Displays.
23 Defendants Hitachi, Ltd. and Hitachi Displays dominated and controlled the finances, policies,
24 and affairs of HEDUS relating to the antitrust violations alleged in this Complaint. During the
25 Relevant Period HEDUS manufactured, marketed, sold, and/or distributed CRTs incorporated
26 into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

27 23. Defendant Hitachi America, Ltd. (“Hitachi America”) is a New York company
28 with its principal place of business located at 2000 Sierra Point Parkway, Brisbane, California

1 94005. Hitachi America is a wholly-owned and controlled subsidiary of Hitachi, Ltd. Hitachi,
2 Ltd. dominated and controlled the finances, policies and affairs of Hitachi America relating to the
3 antitrust violations alleged in this Complaint. During the Relevant Period Hitachi America
4 manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of,
5 CRT-containing products purchased by Plaintiffs.

6 24. Defendant Hitachi Asia, Ltd. ("Hitachi Asia") is a Singapore company with its
7 principal place of business located at 16 Collyer Quay, #20-00 Hitachi Tower, Singapore,
8 049318. Hitachi Asia is a wholly-owned and controlled subsidiary of Hitachi, Ltd. Hitachi, Ltd.
9 dominated and controlled the finances, policies and affairs of Hitachi Asia relating to the antitrust
10 violations alleged in this Complaint. During the Relevant Period Hitachi Asia manufactured,
11 marketed, sold, and/or distributed CRTs incorporated into, or affecting the price of, CRT-
12 containing products purchased by Plaintiffs.

13 25. Defendant Shenzhen SEG Hitachi Color Display Devices, Ltd. ("Hitachi
14 Shenzhen") was a Chinese company with its principal place of business located at 5001
15 Huanggang Road, Futian District, Shenzhen 518035, China. Hitachi Displays owned at least a
16 25% interest in Hitachi Shenzhen until November 8, 2007. Hitachi, Ltd. and Hitachi Displays
17 dominated and controlled the finances, policies, and affairs of Hitachi Shenzhen relating to the
18 antitrust violations alleged in this Complaint. During the Relevant Period Hitachi Shenzhen
19 manufactured, marketed, sold, and/or distributed CRTs incorporated into, or affecting the price
20 of, CRT-containing products purchased by Plaintiffs.

21 26. Defendants Hitachi, Ltd., Hitachi Displays, Hitachi America, HEDUS, Hitachi
22 Asia, and Hitachi Shenzhen are collectively referred to herein as "Hitachi."

23 **IRICO Entities:**

24 27. Defendant IRICO Group Corporation ("IGC") is a Chinese corporation with its
25 principal place of business located at 1 Caihong Rd., Xianyang City, Shaanxi Province 712021.
26 IGC is the parent company for multiple subsidiaries engaged in the manufacture, marketing, sale,
27 and/or distribution of CRTs. During the Relevant Period IGC manufactured, marketed, sold,
28

1 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
2 purchased by Plaintiffs.

3 28. Defendant IRICO Display Devices Co., Ltd. ("IDDC") is a Chinese company with
4 its principal place of business located at No. 16, Fenghui South Road, West High New Tec
5 Development Zone, Xi'an 710075, China. Defendant IDDC is a partially-owned subsidiary of
6 Defendant IGC. In 2006, IDDC was China's top CRT maker. IGC dominated and controlled the
7 finances, policies, and affairs of IDDC relating to the antitrust violations alleged in this
8 Complaint. During the Relevant Period IGC manufactured, marketed, sold and/or distributed
9 CRTs incorporated into, or affecting the price of, CRT-containing products purchased by
10 Plaintiffs.

11 29. Defendant IRICO Group Electronics Co., Ltd. ("IGE") is a Chinese company with
12 its principal place of business located at 1 Caihong Rd., Xianyang City, Shaanxi Province
13 712021. IGE is owned by Defendant IGC. Defendant IGC dominated and controlled the
14 finances, policies and affairs of IGE relating to the antitrust violations alleged in this Complaint.
15 During the Relevant Period IGE manufactured, marketed, sold, and/or distributed CRTs
16 incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

17 30. Defendants IGC, IDDC and IGE are collectively referred to herein as "IRICO".

18 **LG Electronics Entities:**

19 31. Defendant LG Electronics, Inc. is a corporation organized under the laws of the
20 Republic of Korea ("South Korea") with its principal place of business located at LG Twin
21 Towers, 20 Yeouido-dong, Yeoungdeungpro-gue, Seoul 150-721, South Korea. LG Electronics,
22 Inc. is a \$48.5 billion global force in consumer electronics, home appliances and mobile
23 communications, which established its first overseas branch office in New York in 1968. The
24 company's name was changed from GoldStar Communications to LG Electronics, Inc. in 1995,
25 the year in which it also acquired Zenith in the United States. In 2001, LG Electronics, Inc.
26 transferred its CRT business to a 50/50 CRT joint venture with Koninklijke Philips Electronics
27 N.V. a/k/a/ Royal Philips Electronics N.V. forming Defendant LG Philips Displays (n/k/a/ LP
28 Displays International, Ltd.). During the Relevant Period LG Electronics, Inc. manufactured,

1 marketed, sold and/or distributed CRTs incorporated into, or affecting the price of CRT-
2 containing products purchased by Plaintiffs.

3 32. Defendant LG Electronics U.S.A., Inc. ("LGEUSA") is a Delaware corporation
4 with its principal place of business located at 1000 Sylan Avenue, Englewood Cliffs, NJ 07632.
5 LGEUSA is a wholly-owned and controlled subsidiary of LG Electronics, Inc. Defendant LG
6 Electronics Inc. dominated and controlled the finances, policies and affairs of LGUSA relating to
7 the antitrust violations alleged in this Complaint. During the Relevant Period LGEUSA
8 manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of,
9 CRT-containing products purchased by Plaintiffs.

10 33. Defendant LG Electronics Taiwan Taipei Co., Ltd. ("LGETT") is a Taiwanese
11 entity with its principal place of business located at 7F, No.47, Lane 3, Jihu Road, Nei Hu
12 District, Taipei City, Taiwan. Defendant LGETT is a wholly-owned and controlled subsidiary of
13 LG Electronics, Inc. LG Electronics, Inc. dominated and controlled the finances, policies and
14 affairs of LGETT relating to the antitrust violations alleged in this Complaint. During the
15 Relevant Period LGETT manufactured, marketed, sold and/or distributed CRTs incorporated into,
16 or affecting the price of, CRT-containing products purchased by Plaintiffs.

17 34. Defendants LG Electronics, Inc., LGEUSA and LGETT are collectively referred to
18 herein as "LG Electronics".

19 **LP Displays:**

20 35. Defendant LP Displays International, Ltd f/k/a LG.Philips Displays ("LP
21 Displays") was created in 2001 as a 50/50 joint venture between LG Electronics, Inc. and Royal
22 Philips Electronics of the Netherlands. In March 2007, LP Displays became an independent
23 company organized under the laws of Hong Kong with its principal place of business located at
24 Corporate Communications, 6th Floor, ING Tower, 308 Des Voeux Road Central, Sheung Wan,
25 Hong Kong. LP Displays announced in March 2007 that Royal Philips and LG Electronics would
26 cede control over the company and the shares would be owned by financial institutions and
27 private equity firms. LP Displays is a leading supplier of CRTs for use in television sets and
28 computer monitors with annual sales for 2006 of over \$2 billion, and a market share of 27%.

1 During the Relevant Period LP Displays manufactured, marketed, sold and/or distributed CRTs
2 incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

3 **Panasonic Entities:**

4 36. Defendant Panasonic Corporation, which was at all times during the Relevant
5 Period known as Matsushita Electric Industrial Co., Ltd. and only became Panasonic Corporation
6 on October 1, 2008, is a Japanese entity with its principal place of business located at 1006 Oaza
7 Kadoma, Kadoma-shi, Osaka 571-8501, Japan. In 2002, Panasonic Corporation entered into a
8 CRT joint venture with Toshiba forming MT Picture Display Co., Ltd. ("MTPD"). Panasonic
9 Corporation was the majority owner with 64.5 percent. On April 3, 2007, Panasonic Corporation
10 purchased the remaining 35.5 percent stake in the joint venture making MTPD a wholly-owned
11 subsidiary of Panasonic Corporation. In 2005, the Panasonic brand had the highest CRT revenue
12 in Japan. During the Relevant Period Panasonic Corporation manufactured, marketed, sold
13 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
14 purchased by Plaintiffs.

15 37. Defendant Panasonic Corporation of North America ("Panasonic NA") is a
16 Delaware corporation with its principal place of business located at One Panasonic Way,
17 Secaucus, New Jersey. Panasonic NA is a wholly-owned and controlled subsidiary of Defendant
18 Panasonic Corporation. Panasonic Corporation dominated and controlled the finances, policies
19 and affairs of Panasonic NA relating to the antitrust violations alleged in this Complaint. During
20 the Relevant Period Panasonic NA manufactured, marketed, sold and/or distributed CRTs
21 incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

22 38. Defendant Matsushita Electronic Corporation (Malaysia) Sdn. Bhd. ("Matsushita
23 Malaysia") was a Malaysian company with its principal place of business located at Lot 1,
24 Persiaran Tengku Ampuan Section 21, Shah Alam Industrial Site, Shah Alam, Malaysia 40000.
25 Matsushita Malaysia was a wholly-owned and controlled subsidiary of Defendant Panasonic
26 Corporation. Panasonic Corporation transferred Matsushita Malaysia to its CRT joint venture
27 with Toshiba Corporation and MTPD in 2003. It was renamed MT Picture Display (Malaysia)
28 Sdn. Bdn. and operated as a wholly-owned subsidiary of MT Picture Display until its closure in

2006. Panasonic Corporation dominated and controlled the finances, policies and affairs of Matsushita Malaysia relating to the antitrust violations alleged in this Complaint. During the Relevant Period Matsushita Malaysia manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

39. Defendants Panasonic Corporation, Panasonic NA and Matsushita Malaysia are collectively referred to herein as "Panasonic".

40. Defendant MT Picture Display Co., Ltd. ("MTPD") was established as a CRT joint venture between Panasonic Corporation and Toshiba. MTPD is a Japanese entity with its principal place of business located at 1-1, Saiwai-cho, takatsuki-shi, Osaka 569-1193, Japan. On April 3, 2007, Panasonic Corporation purchased the remaining stake in MTPD, making it a wholly-owned subsidiary and renaming it MP Picture Display Co., Ltd. Panasonic Corporation and Toshiba dominated and controlled the finances, policies and affairs of MTPD relating to the antitrust violations alleged in this Complaint. During the Relevant Period MTPD manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

41. Defendant Beijing-Matsushita Color CRT Company, Ltd. ("BMCC") is a Chinese company with its principal place of business located at No. 9, Jiuxianqiao N. Rd., Dashanzi Chaoyang District, Beijing, China. BMCC is a joint venture company, 50% of which is held by Defendant MTPD. The other 50% is held by Beijing Orient Electronics (Group) Co., Ltd., China National Electronics Import & Export Beijing Company (a China state-owned enterprise), and Beijing Yayunchun Branch of the industrial and Commercial Bank of China, Ltd., (a China state-owned enterprise). Formed in 1987, BMCC was Matsushita's (n/k/a Panasonic) first CRT manufacturing facility in China. BMCC is the second largest producer of CRTs in China. During the Relevant Period BMCC manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

Samsung Entities:

42. Defendant Samsung Electronics Co., Ltd. ("Samsung Electronics") is a South Korean company with its principal place of business located at Samsung Main Building, 250 2-

1 ga, Taepyong-ro, Jung-gu, Seoul 100-742, South Korea. During the Relevant Period Samsung
2 Electronics manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting
3 the price of, CRT-containing products purchased by Plaintiffs.

4 43. Defendant Samsung Electronics America, Inc. ("SEAI") is a New York
5 corporation with its principal place of business located at 105 Challenger Road, 6th Floor,
6 Ridgefield Park, New Jersey 07660. SEAI is a wholly-owned and controlled subsidiary of
7 Defendant Samsung Electronics. Samsung Electronics dominated and controlled the finances,
8 policies and affairs of SEAI relating to the antitrust violations alleged in this Complaint. During
9 the Relevant Period SEAI manufactured, marketed, sold and/or distributed CRTs incorporated
10 into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

11 44. Defendant Samsung SDI Co., Ltd., f/k/a Samsung Display Device Co., Ltd.,
12 ("Samsung SDI"), is a South Korean company with its principal place of business located at 15th
13 -18th Floor, Samsung Life Insurance Building, 150, 2-ga, Taepyong-ro, Jung-gu, Seoul, 100-716,
14 South Korea. Samsung SDI is a public company. Samsung Electronics is a major shareholder of
15 Samsung SDI holding almost 20 percent of the stock. Founded in 1970, Samsung SDI claims to
16 be the world's leading company in the display and energy business, with 28,000 employees and
17 facilities in 18 countries. In 2002, Samsung SDI held a 34.3% worldwide market share in the
18 market for CRTs; more than any other producer. Samsung SDI has offices in Chicago, Illinois
19 and San Diego, California. Defendant Samsung Electronics dominated and controlled the
20 finances, policies and affairs of Samsung SDI relating to the antitrust violations alleged in this
21 Complaint. During the Relevant Period Samsung SDI manufactured, marketed, sold and/or
22 distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased
23 by Plaintiffs.

24 45. Defendant Samsung SDI America, Inc. ("Samsung SDI America") is a California
25 corporation with its principal place of business located at 3333 Michelson Drive, Suite 700,
26 Irvine, California. Samsung SDI America is a wholly-owned and controlled subsidiary of
27 Samsung SDI. Defendant Samsung Electronics and Samsung SDI dominated and controlled the
28 finances, policies and affairs of SDI America relating to the antitrust violations alleged in this

1 Complaint. During the Relevant Period Samsung SDI America manufactured, marketed, sold
2 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
3 purchased by Plaintiffs.

4 46. Defendant Samsung SDI Mexico S.A. de C.V. ("Samsung SDI Mexico") is a
5 Mexican company with its principal place of business located at Blvd. Los Olivos, No. 21014,
6 Parque Industrial El Florida, Tijuana, B.C. Mexico. Samsung SDI Mexico is a wholly-owned and
7 controlled subsidiary of Samsung SDI. Samsung Electronics and Samsung SDI dominated and
8 controlled the finances, policies and affairs of Samsung SDI Mexico relating to the antitrust
9 violations alleged in this Complaint. During the Relevant Period Samsung SDI Mexico
10 manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of,
11 CRT-containing products purchased by Plaintiffs.

12 47. Defendant Samsung SDI Brasil Ltda. ("Samsung SDI Brasil") is a Brazilian
13 company with its principal place of business located at Av. Eixo Norte Sul, S/N Distrito
14 Industrial, 69088-4800 Manaus, Amazonas, Brazil. Samsung SDI Brasil is a wholly-owned and
15 controlled subsidiary of Defendant Samsung SDI. Defendants Samsung Electronics and Samsung
16 SDI dominated and controlled the finances, policies and affairs of Samsung SDI Brasil relating to
17 the antitrust violations alleged in this Complaint. During the Relevant Period Samsung SDI
18 Brasil manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the
19 price of, CRT-containing products purchased by Plaintiffs.

20 48. Defendant Shenzhen Samsung SDI Co., Ltd. ("Samsung SDI Shenzhen") is a
21 Chinese company with its principal place of business located at Huanggang Bei Lu, Futian Gu,
22 Shenzhen, China. Samsung SDI Shenzhen is a wholly-owned and controlled subsidiary of
23 Samsung SDI. Defendants Samsung Electronics and Samsung SDI dominated and controlled the
24 finances, policies and affairs of Samsung SDI Shenzhen relating to the antitrust violations alleged
25 in this Complaint. During the Relevant Period Samsung SDI Shenzhen manufactured, marketed,
26 sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing
27 products purchased by Plaintiffs.

1 49. Defendant Tianjin Samsung SDI Co., Ltd. ("Samsung SDI Tianjin") is a Chinese
2 company with its principal place of business located at Developing Zone of Yi-Xian Park,
3 Wuqing County, Tianjin, China. Samsung SDI Tianjin is a wholly-owned and controlled
4 subsidiary of Samsung SDI. Defendants Samsung Electronics and Samsung SDI dominated and
5 controlled the finances, policies and affairs of Samsung SDI Tianjin relating to the antitrust
6 violations alleged in this Complaint. During the Relevant Period Samsung SDI Tianjin
7 manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of,
8 CRT-containing products purchased by Plaintiffs.

9 50. Defendant Samsung SDI (Malaysia) Sdn. Bhd. ("Samsung SDI Malaysia") is a
10 Malaysian company with its principal place of business located at Lot 635 & 660, Kawasan
11 Perindustrian, Tuanku, Jaafar, 71450 Sungai Gadut, Negeri Semblian Darul Khusus, Malaysia.
12 Samsung SDI Malaysia is a wholly-owned and controlled subsidiary of Samsung SDI.
13 Defendants Samsung Electronics and Samsung SDI dominated and controlled the finances,
14 policies and affairs of Samsung SDI Malaysia relating to the antitrust violations alleged in this
15 Complaint. During the Relevant Period Samsung SDI Malaysia manufactured, marketed, sold
16 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
17 purchased by Plaintiffs.

18 51. Defendants Samsung Electronics, SEAI, Samsung SDI, Samsung SDI America,
19 Samsung SDI Mexico, Samsung SDI Brasil, Samsung SDI Shenzhen, Samsung SDI Tianjin and
20 Samsung SDI Malaysia are collectively referred to herein as "Samsung".

21 **Samtel Entities:**

22 52. Defendant Samtel Color, Ltd. ("Samtel") is an Indian company with its principal
23 place of business located at 52, Community Centre, New Friends Colony, New Delhi -110065.
24 Samtel's market share for CRTs sold in India is approximately 40%. Samtel is India's largest
25 exporter of CRTs. Samtel has gained safety approvals from the United States, Canada, Germany
26 and Great Britain for its CRTs. During the Relevant Period Samtel manufactured, marketed, sold
27 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
28 purchased by Plaintiffs.

Thai CRT:

53. Defendant Thai CRT Company, Ltd. ("Thai CRT") is a Thai company with its principal place of business located at 1/F Siam Cement Road, Bangsue Dusit, Bangkok, Thailand. Thai CRT is a subsidiary of Siam Cement Group. It was established in 1986 as Thailand's first manufacturer of CRTs for color televisions. During the Relevant Period Thai CRT manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

Toshiba Entities:

54. Defendant Toshiba Corporation is a Japanese corporation with its principal place of business at 1-1, Shibaura 1-chome, Minato-ku, Tokyo 105-8001, Japan. In 2001, Toshiba Corporation held a 5-10% worldwide market share for CRTs used in televisions and computer monitors. In December of 1995, Toshiba Corporation partnered with Orion Electric Company (n/k/a Daewoo Electronics Corporation) and two other non-defendant entities to form P.T. Tosummit Electronic Devices Indonesia ("TEDI") in Indonesia. TEDI was projected to have an annual production capacity of 2.3 million CRTs by 1999. In 2002, Toshiba Corporation entered into a joint venture with Defendant Panasonic Corporation called MT Picture Display Co., Ltd. through which the entities consolidated their CRT businesses. During the Relevant Period Toshiba Corporation manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

55. Defendant Toshiba America, Inc. ("Toshiba America") is a Delaware corporation with its principal place of business located at 1251 Avenue of the Americas, Suite 4110, New York, NY 10020. Toshiba America is a wholly-owned controlled subsidiary of, and a holding company for, Toshiba Corporation. Toshiba Corporation dominated and controlled the finances, policies and affairs of Toshiba America relating to the antitrust violations alleged in this Complaint. During the Relevant Period Toshiba America manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

1 56. Defendant Toshiba America Consumer Products, LLC ("TACP") is headquartered
2 in 82 Totawa Rd., Wayne, New Jersey 07470-3114. TACP is a wholly-owned and controlled
3 subsidiary of Toshiba Corporation through Toshiba America. Defendant Toshiba Corporation
4 dominated and controlled the finances, policies and affairs of TACP relating to the antitrust
5 violations alleged in this Complaint. During the Relevant Period TACP manufactured, marketed,
6 sold and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing
7 products purchased by Plaintiffs.

8 57. Defendant Toshiba America Information Systems, Inc. ("TAIP") is a California
9 corporation with its principal place of business located at 9740 Irvine Blvd., Irvine, California
10 92718. TAIP is a wholly-owned and controlled subsidiary of Toshiba Corporation through
11 Toshiba America. Defendant Toshiba Corporation dominated and controlled the finances,
12 policies and affairs of TAIP relating to the antitrust violations alleged in this Complaint. During
13 the Relevant Period TAIP manufactured, marketed, sold and/or distributed CRTs incorporated
14 into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

15 58. Defendant Toshiba America Electronic Components, Inc. ("TAEC") is a
16 California corporation with its principal place of business located at 9775 Toledo Way, Irvine,
17 California 92618, and 19000 MacArthur Boulevard, Suite 400, Irvine, California 92612. TAEC
18 is a wholly-owned and controlled subsidiary of Toshiba America, which is a holding company for
19 Toshiba Corporation. TAEC is currently the North American sales and marketing representative
20 for Defendant MTPD. Before MTPD's formation in 2003, TAEC was the North American
21 engineering, manufacturing, marketing and sales arm of Defendant Toshiba Corporation.
22 Toshiba Corporation dominated and controlled the finances, policies and affairs of TAEC relating
23 to the antitrust violations alleged in this Complaint. During the Relevant Period TAEC
24 manufactured, marketed, sold and/or distributed CRTs incorporated into, or affecting the price of,
25 CRT-containing products purchased by Plaintiffs.

26 59. Toshiba Display Devices (Thailand) Company, Ltd. ("TDDT") was a Thai
27 company with its principal place of business located at 142 Moo 5 Bangkadi Industrial Estate,
28 Tivanon Road, Pathum Thani, Thailand, Thailand 1200. TDDT was a wholly-owned and

1 controlled subsidiary of Toshiba Corporation. Toshiba Corporation transferred TDDT to its CRT
 2 joint venture with Panasonic Corporation, MTPD in 2003. It was then re-named as MT Picture
 3 Display (Thailand) Co., Ltd. and operated as a wholly-owned subsidiary of MTPD until its
 4 closure in 2007. Defendant Toshiba Corporation dominated and controlled the finances, policies
 5 and affairs of TDDT relating to the antitrust violations alleged in this Complaint. During the
 6 Relevant Period TDDT manufactured, marketed, sold and/or distributed CRTs incorporated into,
 7 or affecting the price of, CRT-containing products purchased by Plaintiffs.

8 60. P.T. Tosummit Electronic Devices Indonesia ("TEDI") was a CRT joint venture
 9 formed by Toshiba Corporation, Orion Electric Company and two other non-defendant entities in
 10 December 1995. TEDI's principal place of business was located in Indonesia. TEDI was
 11 projected to have an annual production capacity of 2.3 million CRTs by 1999. In 2003, TEDI was
 12 transferred to MT Picture Display Co., Ltd., and its name was changed to PT.MT Picture Display
 13 Indonesia. Defendant Toshiba Corporation dominated and controlled the finances, policies and
 14 affairs of TEDI relating to the antitrust violations alleged in this Complaint. During the Relevant
 15 Period TEDI manufactured, marketed, sold and/or distributed CRTs incorporated into, or
 16 affecting the price of, CRT-containing products purchased by Plaintiffs.

17 61. Defendants Toshiba Corporation, Toshiba America, Inc., TACP, TAIP, TAEC,
 18 TDDT and TEDI are collectively referred to herein as "Toshiba".

19 62. All of the above named defendants in ¶¶ 16 through 61 of this Complaint are
 20 collectively referred herein to as ("Defendants") and are listed in Appendix A to this Complaint.

21 63. Wherever in this Complaint a family of Defendant-corporate entities is referred to
 22 by a common name, it shall be understood that Plaintiffs are alleging that one or more officers or
 23 employees of one or more of the named related Defendant companies participated in the illegal
 24 acts alleged herein on behalf of all of the related corporate family entities.

25 **III. AGENTS AND CO-CONSPIRATORS**

26 **Chunghwa Entities**

27 64. Co-conspirator Chunghwa Picture Tubes, Ltd., ("Chunghwa") is a Taiwanese
 28 company with its principal place of business located at 1127 Heping Road, Bade City, Taoyuan,

1 Taiwan. Chunghwa is a leading manufacturer of CRTs. During the Relevant Period covered by
2 this Complaint, Chunghwa manufactured, marketed, sold and/or distributed CRTs incorporated
3 into, or affecting the price of, CRT-containing products purchased by Plaintiffs.

4 65. Co-conspirator Chunghwa Picture Tubes (Malaysia) Sdn. Bhd., (“Chunghwa
5 Malaysia”) is a Malaysian company with its principal place of business located at Lot 1, Subang
6 Hi-Tech Industrial Park, Batu Tiga, 4000 Shah Alam, Selangor Darul Ehsan, Malaysia.
7 Chunghwa Malaysia is a wholly-owned and controlled subsidiary of Chunghwa. Chunghwa
8 Malaysia is a leading worldwide supplier of CRTs. Chunghwa dominated and controlled the
9 finances, policies and affairs of Chunghwa Malaysia relating to the antitrust violations alleged in
10 this Complaint. During the Relevant Period Chunghwa Malaysia manufactured, marketed, sold
11 and/or distributed CRTs incorporated into, or affecting the price of, CRT-containing products
12 purchased by Plaintiffs.

13 66. Co-conspirators Chunghwa and Chunghwa Malaysia are collectively referred to
14 herein as “Chunghwa”.

15 **IV. OTHER AGENTS AND CO-CONSPIRATORS**

16 67. Various other persons, firms and corporations, not named as Defendants herein,
17 have participated as co-conspirators with Defendants and have performed acts and made
18 statements in furtherance of the conspiracy and/or in furtherance of the anticompetitive, unfair or
19 deceptive conduct alleged in this Complaint. Plaintiffs reserve the right to name some or all of
20 these persons, firms and corporations as Defendants at a later date.

21 68. Wherever in this Complaint reference is made to any act, deed, or transaction of
22 any persons, firms, and corporations, the allegations mean that the persons, firms, and
23 corporations engaged in the act, deed, or transaction by or through its officers, directors, agents,
24 employees, or representatives while they were actively engaged in the management, direction,
25 control or transaction of the Defendants’ business or affairs.

26 69. Defendants are also liable for acts done in furtherance of the alleged conspiracy by
27 companies they acquired.
28

1 70. Each of the Defendants named herein acted as the agent, affiliate, or in a joint
2 fashion, of or with the other Defendants with respect to the acts, violations, and common course
3 of conduct alleged in this Complaint. Each Defendant which is a subsidiary of a foreign parent
4 acts as the sole United States agent for CRTs made by its parent company, unless indicated
5 otherwise.

6 **CALIFORNIA TRADE AND COMMERCE**

7 71. Throughout the Relevant Period each Defendant, or one or more of its subsidiaries,
8 affiliates or predecessors either marketed or sold CRTs in the State of California, or marketed or
9 sold CRTs that ended up in CRT-containing products sold in the State of California, in a
10 continuous and uninterrupted flow of interstate and international commerce, including through
11 and into this jurisdiction.

12 72. CRTs are generally priced in U.S. dollars except for those produced in China. The
13 CRT price-fixing conspiracy fixed prices in U.S. dollars (and/or fixed an exchange rate for
14 Chinese Yuan to the U.S. dollar) for CRTs. Based on information and belief, a specific type of
15 CRT manufactured for use in the Northern Hemisphere could be used anywhere in that
16 hemisphere from the United States to the European Union to Asia. Based on information and
17 belief, although CRTs are manufactured in different regions of the world, prices for CRTs in one
18 region of the world are affected by, and affected other regions of the world, such that price
19 differentials between regions were not large (if they existed at all) during the relevant time period.
20 And, based on information and belief, while CRTs destined to be incorporated into products
21 exported into the United States, including the State of California, as ordered by such well-known
22 California companies as Apple, Samsung SDI America, and Hewlett-Packard, were initially
23 manufactured in Mexico and Brazil during the Relevant Period, later CRTs destined to be
24 incorporated into products that were sent into the U.S. market were manufactured in South-East
25 Asia and China.

26 73. During the Relevant Period Defendants collectively controlled the vast majority of
27 the market for CRTs globally, including in the United States and the State of California.

28 74. Defendants' unlawful activities, as described herein, involved two interlinked

1 global markets, one for CDTs, and the other for CPTs, and thus had a direct, substantial and
2 reasonably foreseeable effect upon interstate and international commerce involving CRT-
3 containing products, including the United States and the State of California.

4 **FACTUAL ALLEGATIONS**

5 **I. CRT TECHNOLOGY**

6 75. CRT technology was first developed more than a century ago. The first
7 commercially practical CRT television was made in 1931. It was not until the RCA Corporation
8 introduced the product at the 1939 New York World's Fair, however, that it became widely
9 available to consumers. Since then, CRTs have become the heart of many display products,
10 including televisions and computer monitors.

11 76. As noted above, the CRT is a vacuum tube that is coated on its inside face with
12 light sensitive phosphors. An electron gun at the back of the vacuum tube emits electron beams.
13 When the electron beams strike the phosphors, the phosphors produce red, green, or blue light. A
14 system of magnetic fields inside the CRT, as well as varying voltages, directs the beams to
15 produce the desired colors. This process is rapidly repeated several times per second to produce
16 the desired images.

17 77. The quality of a CRT display is dictated by the quality of the CRT itself. No
18 external control or feature can make up for a poor quality tube. There are a few standard
19 variations on CRTs such as screen size and tube size.

20 78. Recently, CRTs were the dominant technology used in displays, including
21 television and computer monitors. During the Relevant Period, this translated into the sale of
22 millions of CRTs, generating billions of dollars in annual profits.

23 **II. STRUCTURAL CHARACTERISTICS OF THE CRT MARKET**

24 79. The structural characteristics of the CRT market are conducive to the type of
25 collusive activity alleged in this Complaint. These characteristics include market concentration,
26 ease of information sharing, the consolidation of manufacturers, multiple interrelated business
27 relationships, significant barriers to entry, maturity of the CRT Product market and homogeneity
28 of products.

1 **A. Market Concentration**

2 80. During the Relevant Period, the CRT industry was dominated by relatively few
3 companies. In 2004, Defendants Samsung SDI, LG.Philips Displays (n/k/a LP Displays), MT
4 Picture Display and Co-conspirator Chunghwa together held a collective 78% share of the global
5 CRT market. The high concentration of market share facilitates coordination since there are fewer
6 cartel members among which to coordinate pricing or allocate markets, and it is easier to monitor
7 the pricing and production of other cartel members.

8 **B. Information Sharing**

9 81. Because of common membership in trade associations for the CRT market and
10 related markets (*e.g.*, Thin Film Transistor Liquid Crystal Display “TFT-LCD”), interrelated
11 business arrangements such as joint ventures, allegiances between companies in certain countries
12 and relationships between the executives of certain companies, there were many opportunities for
13 Defendants to discuss and exchange competitive information. The ease of communication was
14 facilitated by the use of meetings, telephone calls, e-mails, and instant messages. Defendants took
15 advantage of these opportunities to exchange proprietary and competitively sensitive information
16 and to discuss and agree upon their pricing for CRTs.

17 82. Defendants Hitachi and Samsung and Co-conspirator Chunghwa are all members
18 of the Society for Information Display. Defendants Samsung and LG Electronics, Inc. are two of
19 the co-founders of the Korea Display Industry Association. Similarly, Daewoo, LG Electronics,
20 LP Displays and Samsung are members of the Electronic Display Industrial Research
21 Association. Upon information and belief, Defendants used these trade associations as vehicles
22 for discussing and agreeing upon their pricing for CRTs. At the meetings of these trade
23 associations, Defendants exchanged proprietary and competitively sensitive information which
24 they used to implement and monitor the conspiracy.

25 **C. Consolidation**

26 83. The CRT industry also had significant consolidation during the Relevant Period,
27 including but not limited to: (a) the creation of LG.Philips Displays (n/k/a LP Displays) in 2001
28 as a joint venture between Royal Philips and LG Electronics, Inc.; and (b) the 2002 merger of

1 Toshiba and Matsushita/Panasonic's CRT business into MTPD.

2 **D. Multiple Interrelated Business Relationships**

3 84. The CRT industry was close-knit. Multiple business relationships between
4 supposed competitors blurred the lines of competition and provided ample opportunity to collude.
5 These business relationships also created a unity of interest among competitors so that the
6 conspiracy was easier to implement and enforce than if such interrelationships did not exist.

7 85. Examples of the high degree of cooperation among Defendants in both the CRT
8 market and other closely related markets include:

- 9 a. The formation of the CRT joint venture LG.Philips Displays in 2001 by LG
10 Electronics, Inc. and Royal Philips.
- 11 b. The formation of the CRT joint venture MTPD in 2003 by Defendants
12 Toshiba and Panasonic.
- 13 c. In December 1995, Defendants Daewoo and Toshiba partnered with two other
14 non-Defendant entities to form TEDI which manufactured CRTs in Indonesia.
- 15 d. In 1995, Co-conspirator Chunghwa entered into a technology transfer
16 agreement with Defendant Toshiba for large CPTs.
- 17 e. Defendant Samtel participates in a joint venture, Samcor Glass Limited, with
18 Defendant Samsung Electronics Co., Ltd. and non-Defendant Corning Inc.,
19 USA for the production and supply of picture tube glass.
- 20 f. Defendant Samtel supplied CRTs to Defendants LG Electronics, Inc.,
21 Samsung, and Panasonic.

22 **E. High Costs of Entry Into The Industry**

23 86. There are substantial barriers to entry in the CRT industry. It would require
24 substantial time, resources, and industry knowledge to consider entering into the CRT industry as
25 a result of the high barriers to entry. It was extremely unlikely that a new producer would enter
26 the market in light of the declining demand for CRTs.

27 **F. The Maturity of The CRT Market**

28 87. Newer industries are typically characterized by rapid growth, innovation and high

1 profits. The CRT market is a mature one, and like many mature industries, is characterized by
2 slim profit margins creating a motivation to collude.

3 88. Demand for CRTs was declining throughout the Relevant Period. Static or
4 declining demand is another factor which makes the formation of a collusive arrangement more
5 likely because it provides a greater incentive to firms to avoid price competition.

6 89. In addition, conventional CRT televisions and computer monitors were being
7 rapidly replaced by TFT-LCD and plasma displays. This was one of the factors which led
8 Defendants to engage in this alleged price fixing scheme in order to slow declining CRT prices.
9 Between 2000 and 2006, revenues from the sale of CRT televisions in the United States declined
10 by 50.7 percent and are predicted to decline by an additional 84.5 percent between 2006 and
11 2010.

12 90. Although demand was declining as a result of the popularity of flat-panel
13 LCD/plasma televisions and LCD monitors, CRT televisions and monitors were still the
14 dominant display technology during the Relevant Period.. Due to the high costs of LCD panels
15 and plasma displays during the Relevant Period, a substantial market for CRTs existed as a
16 cheaper alternative to these new technologies.

17 91. In 1999, CRT monitors accounted for 94.5 percent of the retail market for
18 computer monitors in North America. By 2002, that figure had dropped to 73 percent; still a
19 substantial share of the market.

20 92. CRT televisions accounted for 73 percent of the North American television market
21 in 2004, and by the end of 2006, still held a 46 percent market share. CRT televisions continue to
22 dominate the global television market, accounting for 75 percent of worldwide TV units in 2006.

23 **G. Homogeneity of CRTs**

24 93. CRTs are commodity-like products which are manufactured in standardized sizes
25 with standardized variations (e.g., tube size and differential yoke) that are common to all CRTs
26 manufactured by those CRT manufacturers participating in this conspiracy. CRTs of a given size
27 and variation can be used anywhere in the Northern Hemisphere for a CRT-containing product;
28 price differentials between regions where CRTs were manufactured were not large; prices were in

1 U.S. dollars or for CRTs manufactured in China in Chinese Renminbi; and prices of CRTs were
2 fixed by the conspiracy in U.S. dollars (or at a fixed exchange rate in China Renminbi).

3 94. It is easier to form and sustain a cartel when the product in question is
4 homogenous and commodity-like because it is easier to agree on prices to charge and to monitor
5 those prices once an agreement is formed.

6 **III. GENESIS OF CONSPIRACY**

7 95. The genesis of the CRT conspiracy was in the late 1980s as the CRT business
8 became more international and the Defendants began serving customers that were also being
9 served by other international CRT companies. During this period, the employees of Defendants
10 would encounter employees from their competitors when visiting their customers. A culture of
11 cooperation developed over the years and these Defendant employees would exchange market
12 information on production, capacity and customers.

13 96. In the early 1990s, representatives from Samsung, Daewoo, Chunghwa, and Orion
14 visited each other's factories in Southeast Asia. During this period, these producers began to
15 include discussions about price in their meetings. The pricing discussions were usually limited,
16 however, to exchanges of the range of prices that each competitor had quoted to specific
17 customers.

18 **IV. DEFENDANTS' AND CO-CONSPIRATORS' ILLEGAL AGREEMENTS**

19 97. Plaintiffs are informed and believe, and thereon allege, that in order to control and
20 maintain profitability during declining demand for CRTs, Defendants and their co-conspirators
21 engaged in a contract, combination, trust or conspiracy, the effect of which has been to raise, fix,
22 maintain and/or stabilize the prices at which they sold CRTs to artificially inflated levels from at
23 least March 1, 1995 through at least June 30, 2007.

24 98. The CRT conspiracy was effectuated through a combination of group and bilateral
25 meetings. In the formative years of the conspiracy (1995-1996), bilateral discussions were the
26 primary method of communication and took place on an informal, ad hoc basis. During this
27 period, representatives from Defendants LG, Samsung, and Daewoo visited the other Defendant
28 manufacturers including Thai CRT, Hitachi, Toshiba and Panasonic, and Co-conspirator

1 Chunghwa to discuss increasing prices for CRTs in general and to specific customers. These
 2 meetings took place in Taiwan, South Korea, Thailand, Japan, Malaysia, Indonesia and
 3 Singapore.

4 99. Defendants Samsung, LG Electronics, and Daewoo, and Co-conspirator
 5 Chunghwa also attended several ad hoc group meetings during this period. The participants at
 6 these group meetings also discussed increasing prices for CRTs.

7 100. As more manufacturers formally entered the conspiracy, group meetings became
 8 more prevalent. Beginning in 1997, the Defendants began to meet in a more organized, systematic
 9 fashion and a formal system of multilateral and bilateral meetings was put in place. Defendants'
 10 representatives attended hundreds of these meetings during the Relevant Period. The overall
 11 CRT conspiracy raised and stabilized worldwide prices (including in the United States and
 12 California) that Defendants and their Co-conspirators charged for CRTs.

13 A. Cartel Structure

14 101. Defendants' covert cartel evolved from ad hoc informal meetings to a structured
 15 yet still concealed cartel consisting of "Glass Meetings" or "GSM", the term used by Defendants
 16 to refer to a multi-tiered price-fixing structure consisting of "high-level" group meetings,
 17 "management" group meetings, working-level group meetings, and "Green Meetings" (so named
 18 because they involved golf outings) and bi-lateral meetings that were between one Defendant and
 19 another.

20 1. "Glass Meetings"

21 102. The group meetings among the participants in the CRT price-fixing conspiracy
 22 were referred to by the participants as "Glass Meetings" or "GSM." Glass Meetings were
 23 attended by employees at three general levels of the Defendants' corporations.

24 2. "Top-Level Meetings"

25 103. The first level of these meetings were attended by high level company executives
 26 including CEOs, Presidents, and Vice Presidents, and were known as "Top-Level Meetings."
 27 Top-Level Meetings occurred less frequently, typically quarterly, and were focused on reaching
 28 agreements and resolving disputes. Because attendees at Top Meetings had decision-making

1 authority as well as more reliable information, these meetings most often were the ones that
2 resulted in agreements. Attendees at Top-Level Meetings were also able to resolve disputes
3 because they were decision makers who could make agreements.

4 3. "Management Meetings"

5 104. The second level of meetings were attended by the Defendants' high level sales
6 managers and were known as "Management Meetings." These meetings occurred more
7 frequently, typically monthly, and handled implementation and enforcement of the agreements
8 made at Top Meetings.

9 4. "Working Level Meetings"

10 105. Finally, the third level of meetings were known as "Working Level Meetings" and
11 were attended by lower level sales and marketing employees. These meetings generally occurred
12 on a weekly or monthly basis and were mostly limited to the exchange of information and the
13 discussion of pricing since the lower level employees did not have the authority to enter into
14 agreements. These lower level employees would then transmit the competitive information up the
15 corporate reporting chain to those individuals with pricing authority. The Working Level
16 Meetings also tended to be more regional and often took place near Defendants' factories. In
17 other words, the Taiwanese manufacturers' employees met in Taiwan, the Korean manufacturers'
18 employees met in Korea, the Chinese in China, and so on. The Chinese Glass Meetings began in
19 1998 and generally occurred on a monthly basis following a top or management level meeting.
20 The China meetings had the principal purpose of reporting what had been decided at the most
21 recent Glass Meeting to the Chinese manufacturers. Participants at the Chinese meetings included
22 the manufacturers located in China, such as IRICO and BMCC, as well as the China-based
23 branches of the other Defendants, including but not limited to Hitachi Shenzhen, Samsung SDI
24 Shenzhen, and Samsung SDI Tianjin, and Co-conspirator Chunghwa.

25 106. Glass Meetings also occurred occasionally in various European countries.
26 Attendees at these meetings included those Defendants which had subsidiaries and/or
27 manufacturing facilities located in Europe, including LG, LP Displays, Samsung, Daewoo
28 (usually DOSA attended these meetings on behalf of Daewoo) and IRICO, and Co-conspirator

1 Chunghwa.

2 **5. "Green Meetings"**

3 107. Representatives of the Defendants also attended what were known amongst
4 members of the conspiracy as "Green Meetings." These were meetings held on golf courses. The
5 Green Meetings were generally attended by top and management level employees of the
6 Defendants.

7 108. During the Relevant Period Green Meetings took place in Taiwan, South Korea,
8 Europe, China, Singapore, Japan, Indonesia, Thailand and Malaysia.

9 **6. Structure of Top-Level Glass Meetings and Nature of Agreements**
10 **Reached**

11 109. Participants would often exchange competitively sensitive information prior to a
12 Top-Level Glass Meeting. This included information on inventories, production, sales, and
13 exports. For some such meetings, where information could not be gathered in advance of the
14 meeting, it was brought to the meeting and shared.

15 110. The Top-Level Meetings allowed participants to make agreements and resolve
16 disputes.

17 111. At all levels, the meetings followed a fairly typical agenda. First, the participants
18 exchanged competitive information such as proposed future CRT pricing, sales volume, inventory
19 levels, production capacity, exports, customer orders, price trends and forecasts of sales volumes
20 for coming months. The participants also updated the information they had provided in the
21 previous meeting. Each meeting had a "Chairman" who would often write the information on a
22 white board. The meeting participants then used this information to discuss and agree upon what
23 price each would charge for CRTs to be sold in the following month or quarter. They discussed
24 and agreed upon target prices, price increases, so-called "bottom" prices, and price ranges for
25 CRTs. They also discussed and agreed upon prices of CRTs that were sold to specific customers,
26 and agreed upon target prices to be used in negotiations with large customers. Having analyzed
27 the supply and demand, the participants would also discuss and agree upon production cutbacks
28 for CRTs.

1 112. During periods of oversupply, the focus of the meeting participants turned to
2 making controlled and coordinated price reductions. This was referred to as setting a “bottom
3 price.”

4 113. Defendants’ conspiracy included agreements on the “transfer” prices at which
5 certain Defendants would sell CRTs to their own corporate subsidiaries and affiliates that
6 manufactured end products, such as televisions and computer monitors. Defendants realized the
7 importance of keeping the internal pricing to these subsidiaries and affiliates at a high enough
8 level to support CRT pricing in the market because (a) other Defendants could also, and did, sell
9 to these corporate affiliates and subsidiaries and (b) the fixing of this transfer pricing would
10 indirectly support prices as to CRTs sold to other, independent, original equipment manufacturers
11 of CRT-containing products. In this way, Defendants ensured that all direct purchaser OEMs paid
12 supracompetitive prices for CRTs.

13 114. Each of the Defendants knew, and, on information and belief, tracked the end
14 price of CRT-containing products. The profit margins of CRT-containing products were relevant
15 because the higher the margin the more that Defendants could make price increases as to CRTs
16 stick.

17 115. The agreements reached at these Top-Level Meetings included, inter alia:

- 18 a. agreements on CRT prices, including establishing target prices, “bottom”
19 prices, price ranges and price guidelines;
- 20 b. placing agreed-upon price differentials on various attributes of CRTs, such as
21 quality or certain technical specifications;
- 22 c. agreements on pricing for intra-company CRT sales to vertically integrated
23 customers;
- 24 d. agreements as to what to tell customers about the reason for a price increase;
- 25 e. agreements to coordinate with competitors that did not attend the group
26 meetings and agreements with them to abide by the agreed-upon pricing;
- 27 f. agreements to coordinate pricing with CRT manufacturers in other geographic
28 markets such as Brazil, Europe and India;

- g. agreements to exchange pertinent information regarding shipments, capacity, production, prices and customers demands;
- h. agreements to coordinate uniform public statements regarding available capacity and supply;
- i. agreements to allocate both overall market shares and share of a particular customer's purchases as to CDTs;
- j. agreements to allocate customers as to CDTs;
- k. agreements regarding capacity as to CDTs, including agreements to restrict output and to audit compliance with such agreements; and
- l. agreements to keep their meetings secret.

7. Enforcement of Cartel Agreements

116. Efforts were made to monitor each Defendant's adherence to these agreements in a number of ways, including seeking confirmation of pricing both from customers and from employees of the Defendants themselves. When cheating did occur, it was addressed in at least four ways: 1) monitoring; 2) attendees at the meetings challenging other attendees if they did not live up to an agreement; 3) threats to undermine a competitor at one of its principal customers; and 4) a recognition in a mutual interest in living up to the target price and living up to the agreements that had been made.

117. As market conditions worsened in 2005-2007, and the rate of replacement of CRTs by TFT-LCDs increased, the group Glass Meetings became less frequent while bilateral meetings continued.

118. Certain Defendants and Co-conspirators were also assigned to complete "audits", in which those companies agreed to visit other defendants and co-conspirators to check on compliance with agreed-upon output restrictions.

8. Supplemental Bilateral Discussions

119. Throughout the Relevant Period, the Glass Meetings were supplemented by bilateral discussions between various Defendants. The bilateral discussions were more informal than the group meetings and occurred on an often frequent, but ad hoc basis, between the group

1 meetings. These discussions, usually between sales and marketing employees, took the form of
2 in-person meetings, telephone contacts and emails.

3 120. During the Relevant Period, in-person bilateral meetings took place in Malaysia,
4 Indonesia, Taiwan, China, the United Kingdom, Singapore, South Korea, Japan, Thailand, Brazil
5 and Mexico.

6 121. The purpose of the bilateral discussions was to exchange information about past
7 and future pricing, confirm production levels, share sales order information, confirm pricing
8 rumors, and coordinate pricing with CRT manufacturers whose factories were located in other
9 geographic locations, including Brazil, Mexico and Europe, including CRT manufacturers who
10 did not attend the group Glass Meetings.

11 122. In particular, in order to ensure the efficacy of their global conspiracy, based on
12 information and belief, the Defendants also used bilateral meetings to coordinate pricing with
13 their CRT manufacturers in Brazil and Mexico, such as Samsung SDI Brazil and Samsung SDI
14 Mexico. These Brazilian and Mexican manufacturers were particularly important because they
15 served the North American market for CRTs. As further alleged herein, North America was the
16 largest market for CRT televisions and computer monitors during the Relevant Period. Because
17 these Brazilian and Mexican manufacturers were all wholly-owned and controlled subsidiaries of
18 Samsung SDI, they adhered to the unlawful price-fixing agreements. In this way, the Defendants
19 ensured that prices of all CRTs imported into the United States were fixed, raised, maintained
20 and/or stabilized at supracompetitive levels.

21 123. And, bilateral discussions were used to coordinate prices with CRT manufacturers
22 that did not ordinarily attend the group meetings, such as Defendants Hitachi, Toshiba, Panasonic,
23 Thai CRT and Samtel. It was often the case that in the few days following a Top or Management
24 Meeting, the attendees at these group meetings would meet bilaterally with the other Defendant
25 manufacturers for the purpose of communicating whatever CRT pricing and/or output agreements
26 had been reached during the meeting. For example, Samsung had a relationship with Hitachi and
27 was responsible for communicating CRT pricing agreements to Hitachi. LG had a relationship
28 with Toshiba and was responsible for communicating CRT pricing agreements to Toshiba. And

1 Thai CRT had a relationship with Samtel and was responsible for communicating CRT pricing
 2 agreements to Samtel. Hitachi, Toshiba and Samtel implemented the agreed-upon pricing as
 3 conveyed by Samsung, LG and Thai CRT. Sometimes, Hitachi and Toshiba also attended the
 4 group Glass Meetings. In this way, Hitachi, Toshiba and Samtel participated in the conspiracy to
 5 fix prices of CRTs.

6 **B. Defendants' And Co-Conspirators' Individual Participation In Group**
 7 **And Bilateral Discussions**

8 124. Between at least 1995 and 2007, Defendant Samsung, through SEC, Samsung
 9 SDI, Samsung SDI Malaysia, Samsung SDI Shenzhen and Samsung SDI Tianjin, participated in
 10 at least 200 Glass Meetings at all levels. A substantial number of these meetings were attended by
 11 the highest ranking executives from Samsung. Samsung also engaged in bilateral discussions with
 12 each of the other Defendants on a regular basis. Through these discussions, Samsung agreed on
 13 prices and supply levels for CRTs.

14 125. Defendants SEAI, Samsung SDI America, Samsung SDI Brazil and Samsung SDI
 15 Mexico were represented at those meetings and were a party to the agreements entered at them.
 16 To the extent SEC and SEAI sold and/or distributed CRTs, they played a significant role in the
 17 conspiracy because Defendants wished to ensure that the prices for CRTs paid by direct
 18 purchasers would not undercut the CRT pricing agreements reached at the Glass Meetings. Thus,
 19 SEAI, Samsung SDI America, Samsung SDI Brazil and Samsung SDI Mexico were active,
 20 knowing participants in the alleged conspiracy.

21 126. Between at least 1995 and 2001, Defendant LG Electronics, through LG
 22 Electronics, Inc. and LGETT, participated in at least 100 Glass Meetings at all levels. After 2001,
 23 LG Electronics participated in the CRT conspiracy through its joint venture with Philips, LG
 24 Philips Displays (n/k/a LP Displays). A substantial number of these meetings were attended by
 25 the highest ranking executives from LG Electronics. LG Electronics also engaged in bilateral
 26 discussions with each of the other Defendants on a regular basis. Through these discussions, LG
 27 Electronics agreed on prices and supply levels for CRTs. LG Electronics never effectively
 28 withdrew from this conspiracy.

1 127. Defendant LGEUSA was represented at those meetings and was a party to the
2 agreements entered at them. To the extent LGEUSA sold and/or distributed CRTs, they played a
3 significant role in the conspiracy because Defendants wished to ensure the prices for CRTs paid
4 by direct purchasers would not undercut the pricing agreements reached at the Glass Meetings.
5 Thus, LGEUSA was an active, knowing participant in the alleged conspiracy.

6 128. Between at least 2001 and 2006, Defendant LP Displays (f/k/a LG.Philips
7 Displays) participated in at least 100 Glass Meetings at all levels. A substantial number of these
8 meetings were attended by the highest ranking executives from LP Displays. Certain of these high
9 level executives from LP Displays had previously attended meetings on behalf of Defendant LG.
10 LP Displays also engaged in bilateral discussions with other Defendants. Through these
11 discussions, LP Displays agreed on prices and supply levels for CRTs.

12 129. Between at least 1995 and 2006, Co-conspirator Chunghwa, through Chunghwa
13 Picture Tubes, Chunghwa Malaysia, and representatives from their factories in Fuzhou (China)
14 and Scotland, participated in at least 100 Glass Meetings at all levels. A substantial number of
15 these meetings were attended by the highest ranking executives from Chunghwa, including the
16 former Chairman and CEO of Chunghwa, C.Y. Lin. Chunghwa also engaged in bilateral
17 discussions with each of the other Defendants on a regular basis. Through these discussions,
18 Chunghwa agreed on prices and supply levels for CRTs.

19 130. Between at least 1995 and 2004, Daewoo, through Daewoo Electronics, Orion and
20 DOSA, participated in at least 100 Glass Meetings at all levels. A substantial number of these
21 meetings were attended by the highest ranking executives from Daewoo. Daewoo also engaged in
22 bilateral discussions with other Defendants on a regular basis. Through these discussions,
23 Daewoo agreed on prices and supply levels for CRTs. Bilateral discussions with Daewoo
24 continued until Orion, its wholly-owned CRT subsidiary, filed for bankruptcy in 2004. Daewoo
25 never effectively withdrew from this conspiracy.

26 131. Between at least 1995 and 2003, Defendant Toshiba, through Toshiba Corporation,
27 TDDT and TEDI, participated in several Glass Meetings. After 2003, Toshiba participated in the
28 CRT conspiracy through its joint venture with Panasonic, MTPD. These meetings were attended

1 by high level sales managers from Toshiba and MTPD. Toshiba also engaged in multiple bilateral
2 discussions with other Defendants, particularly with LG Electronics. Through these discussions,
3 Toshiba agreed on prices and supply levels for CRTs. Toshiba never effectively withdrew from
4 this conspiracy.

5 132. Defendants Toshiba America, Inc., TACP, TAIP and TAEC were represented at
6 those meetings and were a party to the agreements entered at them. To the extent Toshiba
7 America, Inc., TACP, TAIP and TAEC sold and/or distributed CRTs to direct purchasers, they
8 played a significant role in the conspiracy because Defendants wished to ensure that the prices for
9 CRTs paid by direct purchasers would not undercut the pricing agreements reached at the Glass
10 Meetings. Thus, Toshiba America, TACP, TAIP and TAEC were active, knowing participants in
11 the alleged conspiracy.

12 133. Between at least 1996 and 2001, Defendant Hitachi, through Hitachi, Ltd., Hitachi
13 Displays, Hitachi Shenzhen and Hitachi Asia, participated in several Glass Meetings. These
14 meetings were attended by high level sales managers from Hitachi. Hitachi also engaged in
15 multiple bilateral discussions with other Defendants, particularly with Samsung. Through these
16 discussions, Hitachi agreed on prices and supply levels for CRTs. Hitachi never effectively
17 withdrew from this conspiracy.

18 134. Defendants Hitachi America and HEDUS were represented at those meetings and
19 were a party to the agreements entered at them. To the extent Hitachi America and HEDUS sold
20 and/or distributed CRTs to direct purchasers, they played a significant role in the conspiracy
21 because Defendants wished to ensure that the prices for CRTs paid by direct purchasers would
22 not undercut the pricing agreements reached at the Glass Meetings. Thus, Hitachi America and
23 HEDUS were active, knowing participants in the alleged conspiracy.

24 135. Between at least 1996 and 2003, Defendant Panasonic (known throughout the
25 Relevant Period as Matsushita Electric Industrial Co., Ltd.), through Panasonic Corporation and
26 Matsushita Malaysia, participated in several Glass Meetings. After 2003, Panasonic participated
27 in the CRT conspiracy through its joint venture with Toshiba, MTPD. These meetings were
28 attended by high level sales managers from Panasonic and MTPD. Panasonic also engaged in

1 multiple bilateral discussions with other Defendants. Through these discussions, Panasonic
2 agreed on prices and supply levels for CRTs. Panasonic never effectively withdrew from this
3 conspiracy.

4 136. Panasonic NA was represented at those meetings and was a party to the
5 agreements entered at them. To the extent Panasonic NA sold and/or distributed CRTs to direct
6 purchasers, it played a significant role in the conspiracy because Defendants wished to ensure that
7 the prices for CRTs paid by direct purchasers would not undercut the pricing agreements reached
8 at the Glass Meetings. Thus, Panasonic NA was an active, knowing participant in the alleged
9 conspiracy.

10 137. Between at least 2003 and 2006, Defendant MTPD participated in multiple Glass
11 Meetings and in fact led many of these meetings during the latter years of the conspiracy. These
12 meetings were attended by high level sales managers from MTPD. MTPD also engaged in
13 bilateral discussions with other Defendants. Through these discussions, MTPD agreed on prices
14 and supply levels for CRTs.

15 138. Between at least 1998 and 2007, Defendant BMCC participated in multiple Glass
16 Meetings. These meetings were attended by high level sales managers from BMCC. BMCC also
17 engaged in multiple bilateral discussions with other Defendants, particularly the other Chinese
18 CRT manufacturers. Through these discussions, BMCC agreed on prices and supply levels for
19 CRTs. None of BMCC's conspiratorial conduct in connection with CRT was mandated by the
20 Chinese government. BMCC was acting to further its own independent private interests in
21 participating in the alleged conspiracy.

22 139. Between at least 1998 and 2007, Defendant IRICO, through IGC, IGE and IDDC,
23 participated in multiple Glass Meetings. These meetings were attended by the highest ranking
24 executives from IRICO. IRICO also engaged in multiple bilateral discussions with other
25 Defendants, particularly with other Chinese manufacturers. Through these discussions, IRICO
26 agreed on prices and supply levels for CRTs. None of IRICO's conspiratorial conduct in
27 connection with CRT was mandated by the Chinese government. IRICO was acting to further its
28 own independent private interests in participating in the alleged conspiracy.

140. Between at least 1997 and 2006, Defendant Thai CRT participated in multiple Glass Meetings. These meetings were attended by the highest ranking executives from Thai CRT. Thai CRT also engaged in multiple bilateral discussions with other Defendants, particularly with Samtel. Through these discussions, Thai CRT agreed on prices and supply levels for CRTs. Thai CRT never effectively withdrew from this conspiracy.

141. Between at least 1998 and 2006, Defendant Samtel participated in multiple bilateral discussions with other Defendants, particularly with Thai CRT. These meetings were attended by high level executives from Samtel. Through these discussions, Samtel agreed on prices and supply levels for CRTs. Samtel never effectively withdrew from this conspiracy.

142. When Plaintiffs refer to a corporate family or companies by a single name in their allegations of participation in the conspiracy, Plaintiffs are alleging that one or more employees or agents of entities within the corporate family engaged in conspiratorial meetings on behalf of every company in that family. In fact, the individual participants in the conspiratorial meetings and discussions did not always know the corporate affiliation of their counterparts, nor did they distinguish between the entities within a corporate family. The individual participants entered into agreements on behalf of, and reported these meetings and discussions to, their respective corporate families. As a result, the entire corporate family were represented in meetings and discussions by their agents and were parties to the agreements reached in them.

V. THE CRT MARKET DURING THE CONSPIRACY AS A RESULT OF DEFENDANTS' CONCEALED COLLUSIVE ACTIVITIES

143. Until recently, CRTs were the dominant technology used in displays, including television and computer monitors. During the Relevant Period, this translated into the sale of millions of CRTs, generating billions of dollars in annual profits.

144. The following data was reported by Stanford Resources, Inc., a market research firm focused on the global electronic display industry:

Year	Units Sold (millions)	Revenue (billion US dollars)	Average Selling Price Per Unit
1998	90.5	\$18.9	\$208
1999	106.3	\$19.2	\$181
2000	119.0	\$28.0	\$235

1 145. During the Relevant Period, North America was the largest market for CRT TVs
2 and computer monitors. According to a report published by Fuji Chimera Research, the 1995
3 worldwide market for CRT monitors was 57.8 million units, 28 million of which (48.5 percent)
4 were consumed in North America. By 2002, North America still consumed around 35 percent of
5 the world's CRT monitor supply. *See, The Future of Liquid Crystal and Related Display*
6 *Materials*, Fuji Chimera Research, 1997, p.12.

7 146. Defendants' collusion is evidenced by unusual price movements in the CRT
8 market during the Relevant Period. In the 1990s, industry analysts repeatedly predicted declines
9 in consumer prices for CRTs that did not fully materialize. For example, in 1992, an analyst for
10 Market Intelligent Research Corporation predicted that, "[e]conomies of scale, in conjunction
11 with technological improvements and advances in manufacturing techniques, will produce a drop
12 in the price of the average electronic display to about \$50 in 1997." *Information Display 9/92*
13 p.19. Despite such predictions, and the existence of economic conditions warranting a drop in
14 prices, CRT prices nonetheless remained stable.

15 147. In 1996, another industry source noted that "the price of the 14" tube is at a
16 sustainable USD50 and has been for some years...."

17 148. In early 1999, despite declining production costs and the rapid entry of flat panel
18 display products, the price of large sized color CRTs actually rose. The price increase was
19 allegedly based on increasing global demand. In fact, this price increase was a result of the
20 collusive conduct as herein alleged.

21 149. After experiencing oversupply of 17" CRTs in the second half of 1999, the average
22 selling price of CRTs rose again in early 2000. A March 13, 2000 article in *Infotech Weekly*
23 quoted an industry analyst as saying that this price increase was "unlike most other PC-related
24 products."

25 150. A BNET Business Network news article from August 1998 reported that "key
26 components (cathode ray tubes) in computer monitors have risen in price. 'Although several
27 manufacturers raised their CRT prices in the beginning of August, additional CRT price increases
28 are expected for the beginning of October....While computer monitor price increases may be a

1 necessary course of action, we [CyberVision, a computer monitor manufacturer] do not foresee a
2 drop in demand if we have to raise our prices relative to CRT price increases.”

3 151. A 2004 article from Techtree.com reports that various computer monitor
4 manufacturers, including LG Electronics, Philips and Samsung, were raising the price of their
5 monitors in response to increases in CRT prices caused by an alleged shortage of glass shells used
6 to manufacture the tubes. Philips is quoted as saying that, “It is expected that by the end of
7 September this year [2004] there will be 20% hike in the price of our CRT monitors.”

8 152. Defendants also conspired to limit production of CRTs by shutting down
9 production lines for days at a time, and closing or consolidating their manufacturing facilities.

10 153. For example, the Defendants’ CRT factory utilization percentage fell from 90
11 percent in the third quarter of 2000 to 62 percent in the first quarter of 2001. This is the most
12 dramatic example of a drop in factory utilization. There were sudden drops throughout the
13 Relevant Period but to a lesser degree. Plaintiffs are informed and believe that these sudden,
14 coordinated drops in factory utilization by the Defendants were the result of Defendants’
15 agreements to decrease output in order to stabilize the prices of CRTs.

16 154. During the Relevant Period, while demand in the United States for CRTs
17 continued to decline, Defendants’ conspiracy was effective in moderating the normal downward
18 pressures on prices for CRTs caused by the entry and popularity of the new generation LCD
19 panels and plasma display products. As Finsen Yu, President of Skyworth Macao Commercial
20 Offshore Co., Ltd., a television maker, was quoted in January of 2007, “[t]he CRT technology is
21 very mature; prices and technology have become stable.”

22 155. During the Relevant Period, there were not only periods of unnatural and sustained
23 price stability, but there were also increases in prices of CRTs. These price increases were despite
24 the declining demand due to the approaching obsolescence of CRTs caused by the emergence of a
25 new, potentially superior and clearly more popular, substitutable technology.

26 156. These price increases and price stability in the market for CRTs during the
27 Relevant Period are inconsistent with a competitive market for a product facing rapidly
28 decreasing demand caused by a new, substitutable technology.

1 **VI. GOVERNMENT ANTITRUST INVESTIGATIONS AND FINES**

2 157. On or around October 7, 2009, the Japan Fair Trade Commission concluded that
3 six companies (MT Picture Display, Samsung SDI, LG Philips, P.T. LP Displays, Chunghwa, and
4 Thai CRT) participated in the conspiracy and imposed approximately \$43 million in fines.

5 158. On or around January 27, 2011, the Korean Fair Trade Commission ("KFTC")
6 imposed a total surcharge of 26,271 million Won (approximately (US) \$23.5 million) on
7 Defendants Samsung SDI, LG Philips Display Korea Co., Ltd. and CPTF Optronics Co., Ltd, and
8 Co-conspirators Chunghwa, Chunghwa Malaysia for violating the Korean Monopoly Regulation
9 and Fair Trade Act. The KFTC found that these five Defendants agreed to fix prices and reduce
10 output of CDTs between November 1996 and March 2006.

11 159. On or around May 12, 2011, in a case entitled *United States of America v.*
12 *Samsung SDI Company, Ltd.*, Case No. CR 11-0162 (WHA) Samsung SDI, pled guilty to a one-
13 count charge of participating in a conspiracy to suppress and eliminate competition by fixing
14 prices, reducing output and allocating market shares of CDTs sold in the United States and
15 elsewhere from at least as early as January 1997, until at least as late as March 2006, in violation
16 of the Sherman Antitrust Act, 15 U.S.C. § 1.

17 160. The Court found that in furtherance of the conspiracy, Samsung SDI, through its
18 officers and employees, engaged in discussions and attended meetings with representatives of
19 other major CDT producers. During these discussions and meetings agreements were reached to
20 fix prices, reduce output, and allocate market shares of CDTs to be sold in the United States and
21 elsewhere. The Northern District of California assessed Samsung SDI a criminal fine of \$32
22 million. As set forth in the Amended Plea Agreement, Samsung SDI's acts in furtherance of this
23 conspiracy were carried out within the State of California.

24 161. On September 13, 2010, the Czech Republic's Office for the Protection of
25 Competition ("The Office") imposed a fine of CZK 51.787 million (approximately US\$2.8
26 million) on Defendants Samsung SDI Co., Ltd., Koninklijke Philips Electronics N.V., Panasonic
27 Corporation, MT Picture Display Co., Ltd., Toshiba Corporation and LG Electronics, Inc., and
28 co-conspirator Chunghwa Picture Tubes, Ltd. The Office concluded the Defendants and co-

1 conspirators met in Asian and European countries in order to conclude and fulfill a cartel
2 agreement in the market for CPTs. The cartel for CPTs was complex and included rules for
3 cooperation and even checks on participant behavior.

4 **THE PASS-THROUGH OF OVERCHARGES TO CONSUMERS**

5 162. Defendants' and their co-conspirators' conspiracy to fix, raise, maintain, and
6 stabilize the price of CRTs at artificial levels resulted in harm to Plaintiffs because it resulted in
7 Plaintiffs paying higher prices for CRTs than they would have paid in the absence of Defendants'
8 and their Co-conspirators' conspiracy. The prices agreed to for CRTs were in \$ U.S. dollars or in
9 Chinese Renminbi that involved an agreed-to exchange rate into U.S. dollars so as not to
10 undermine prices of CRTs in U.S. dollars. Based on information and belief, the overcharges at
11 issue were passed on to Plaintiffs. As the USDOJ acknowledged in announcing the indictment of
12 Chunghwa's former Chairman and CEO, "[t]he conspiracy harmed countless Americans who
13 purchased computers and televisions using cathode ray tubes sold at fixed prices."

14 163. The Defendants and Co-conspirators identified above that attended the Glass
15 Meetings, monitored the prices of televisions and computer monitors sold in the United States and
16 elsewhere on a regular basis. The purpose and effect of investigating such retail market data was
17 at least three fold. First, it permitted Defendants and Co-conspirators, such as Chunghwa, which
18 did not manufacture CRT televisions or computer monitors the way that Samsung, LG
19 Electronics, Daewoo, Panasonic, Toshiba, and Hitachi did, to police the price fixing agreements
20 to make sure that intra-Defendant CRT sales were kept at supracompetitive levels.

21 164. Secondly, it permitted all Defendants and their Co-conspirators to police their
22 price fixing agreement as relating to independent OEMs who would reduce prices for finished
23 goods if there was a corresponding reduction in CRT prices from other Defendants and Co-
24 conspirators.

25 165. Finally, as discussed above, Defendants and their Co-conspirators used the prices
26 of finished products to analyze whether they could increase prices or should agree to a "bottom"
27 price instead to halt any declines.

28 166. The market for CRTs and the market for CRT-containing products are inextricably

1 linked. One exists to serve the other as CRTs have no value apart from the products into which
2 they are placed.

3 167. Finally, many of the Defendants and/or Co-conspirators themselves have been and
4 are currently manufacturers of CRT televisions and computer monitors. Such manufacturers
5 include, for example, Samsung, LG, Hitachi, Toshiba, and Panasonic. Having agreed to fix prices
6 for CRTs, based on information and belief, these Defendants and their Co-conspirators intended
7 to pass on the full costs of this component in their finished products to the Plaintiffs, and in fact
8 did so.

9 168. As a direct and proximate result of Defendants' and their Co-conspirators' illegal
10 conduct, including output and market allocation restrictions as to CDTs, Plaintiffs have been
11 forced to pay supra-competitive prices for CRT-containing products. These inflated prices have
12 been passed on to them by direct purchaser manufacturers, distributors and retailers.

13 ASSIGNMENT CLAUSES

14 169. By operation of sections 4552-4554 of the California Government Code,
15 contractors who sell products or services to political subdivisions or public agencies assign to the
16 purchasing political subdivision or public agency all claims those contractors have against others
17 for violation of state antitrust laws.

18 170. Contractors to Plaintiffs (the State of California and the political entities or public
19 agencies listed under IV(a) of this Complaint), such as OEMs, distributors, and other vendors,
20 purchased CRTs directly from the Defendants for resale to others. These OEMs, distributors and
21 other vendors ("CRT Resellers") sold the CRTs, and also incorporated the CRTs into CRT
22 products sold by CRT Resellers.

23 171. CRT Resellers paid higher-than-competitive prices for CRTs as result of the
24 Defendants' and their Co-conspirators' unlawful conduct.

25 172. Plaintiffs the State of California and the political entities or public agencies listed
26 under IV(a) of this Complaint bought CRTs from CRT Resellers pursuant to bid documents,
27 contracts and/or purchasing agreements. By operation of law, these bid documents, contracts
28 and/or purchasing agreements contained clauses that assigned to the respective plaintiff

(hereinafter "Assignees") all of the CRT Resellers' antitrust claims under state and federal laws relating to the CRTs that the CRT Resellers had purchased and then resold to the political subdivisions and public agencies.

I. ASSIGNMENT OF DIRECT CLAIMS

173. The assignment clauses assigned to the Assignees the "direct purchaser" antitrust claims of CRT Resellers that had purchased CRTs directly from the Defendants and their Co-conspirators. The direct purchaser antitrust claims assigned to the Assignees retain their original character as direct purchaser claims. With the assignment of these direct purchaser claims from CRT Resellers, the Assignees received all right, title, and interest that the CRT Resellers had in those claims against the Defendants and their Co-conspirators.

II. ASSIGNMENT OF INDIRECT CLAIMS

174. California state law allows for recovery of antitrust damages by "indirect purchasers." Because the assignment clauses assigned antitrust claims under state law, the assignment clauses assigned not only "direct purchaser" claims, but also the "indirect purchaser" claims of CRT Resellers that had purchased CRTs from other CRT Resellers.

175. The effect of this assignment clause was to transfer the bidding CRT Reseller's causes of action against the Defendants and their Co-conspirators under the California Cartwright Act (direct and indirect purchaser claims) to the respective plaintiff.

FRAUDULENT CONCEALMENT

176. Throughout the Relevant Period, Defendants and their Co-conspirators affirmatively and fraudulently concealed their unlawful conduct from Plaintiffs.

177. Plaintiffs did not discover, and could not discover through the exercise of reasonable diligence, that Defendants and their Co-conspirators were violating the law as alleged herein until long after the commencement of their cartel. Nor could Plaintiffs have discovered the violations earlier than that time because Defendants conducted their conspiracy in secret, concealed the nature of their unlawful conduct and acts in furtherance thereof, and fraudulently concealed their activities through various other means and methods designed to avoid detection.

1 In addition, the conspiracy was by its nature self-concealing.

2 178. Defendants and their Co-conspirators engaged in a successful, illegal price-fixing
3 conspiracy with respect to CRTs, which they affirmatively concealed, in at least the following
4 respects:

5 a. By agreeing among themselves not to discuss publicly, or otherwise reveal, the nature
6 and substance of the acts and communications in furtherance of their illegal scheme, and
7 by agreeing to expel those who failed;

8 b. By agreeing among themselves to limit the number of representatives from each
9 Defendant and Co-conspirator attending the meetings so as to avoid detection;

10 c. By agreeing among themselves on what to tell their customers about price changes,
11 and agreeing upon which attendee would communicate the price change to which
12 customer;

13 d.. By agreeing among themselves to quote higher prices to certain customers than the
14 fixed price in effect to give the appearance that the price was not fixed; and

15 e.. By agreeing among themselves upon the content of public statements regarding
16 capacity and supply.

17 179. Plaintiffs had no knowledge of the combination and conspiracy described herein,
18 or any facts that might have led to the discovery of the conspiracy in the exercise of reasonable
19 diligence, at least before November 8, 2007 as that was the date on which the European
20 Commission announced its investigation into the CRT industry.

21 180. Defendants' and their Co-conspirators effective, affirmative and fraudulent
22 concealment was a substantial factor in causing Plaintiffs' harm.

23 181. As a result of the fraudulent concealment of the conspiracy, Plaintiffs assert the
24 tolling of the applicable statute of limitations affecting Plaintiffs' claims.

25 INJURY

26 182. But for Defendants' and their Co-conspirators' anticompetitive acts, Plaintiffs
27 would have been able to purchase CRTs at lower prices, and/or would have been able to purchase
28 more capable, larger, and/or higher performance CRTs than were actually offered for sale to

1 them.

2 183. Defendants' and their Co-conspirators' unlawful conduct alleged in this Complaint
3 had a direct, substantial, and reasonably foreseeable effect on United States and California
4 commerce. As a direct and proximate result of the unlawful conduct alleged in this Complaint,
5 Plaintiffs were unable to purchase CRTs at prices that were determined by free and open
6 competition. Consequently, Plaintiffs have been injured in their business and property in that,
7 *inter alia*, they have paid more and continue to pay more for such products than they would have
8 paid in a free and open, competitive market, and were not offered more capable, larger, and/or
9 higher performance products that would have been offered in a free and open competitive market.

10 184. As a direct and proximate result of the unlawful conduct alleged in this Complaint,
11 some Plaintiffs were unable to purchase CRTs at prices that were determined by free and open
12 competition. Defendants' and their Co-conspirators' conduct has resulted in deadweight loss to
13 the economy of the State of California, including *inter alia*, reduced output, higher prices, and
14 reduction in consumer welfare.

15 185. As a direct and proximate result of the unlawful conduct alleged above,
16 Defendants and their co-conspirators benefitted unjustly from the supra-competitive and
17 artificially inflated prices and profits on their sale of CRTs resulting from their unlawful and
18 inequitable conduct, and have thus far retained the illegally obtained profits.

21 VIOLATIONS ALLEGED

22 I. FIRST CAUSE OF ACTION

23 (COUNT ONE – FOR VIOLATION OF THE CARTWRIGHT ACT, 24 BUSINESS & PROFESSIONS CODE SECTION 16720) 25 (AGAINST ALL DEFENDANTS)

26 186. Plaintiffs incorporate by reference and allege as if fully set forth herein paragraphs
27 1 to 185 above with the same meaning, force and effect.

28 187. Beginning in March of 1995, and continuing thereafter at least up to and including

1 June 30, 2007, Defendants and their Co-conspirators entered into and engaged in a continuing
 2 unlawful trust for the purpose of unreasonably restraining trade in violation of section 16720,
 3 California Business and Professional Code.

4 188. The aforesaid violations of section 16720, California Business and Professions
 5 Code, consisted, without limitation, of a continuing unlawful trust and concert of action among
 6 the Defendants and their Co-conspirators, the substantial terms of which were to fix, raise,
 7 maintain and stabilize the prices of, and to allocate markets for, CRTs.

8 189. For the purpose of forming and effectuating the unlawful trust, the Defendants and
 9 their Co-conspirators conspired to:

- 10 a. fix, raise, maintain, and stabilize the price of CRTs;
- 11 b. allocate markets for CRTs amongst themselves;
- 12 c. submit rigged bids for the award and performance of certain CRT
- 13 contracts; and
- 14 d. allocate amongst themselves the production of CRTs.

15 190. The combination and conspiracy alleged herein has had, *inter alia*, the following
 16 effects:

- 17 a. price competition in the sale of CRTs has been restrained,
- 18 suppressed and/or eliminated in the State of California;
- 19 b. prices for CRTs sold by Defendants and their Co-conspirators have
- 20 been fixed, raised, maintained, and stabilized at artificially high,
- 21 non-competitive levels in the State of California; and
- 22 c. those who purchased Defendants' and their Co-conspirators' CRTs
- 23 have been deprived of the benefit of free and open competition.

24 191. As a direct and proximate result of Defendants' and their Co-conspirators'
 25 unlawful conduct, Plaintiffs were injured in their business and property in that they paid more for
 26 CRTs and CRT containing products than they would have paid in the absence of Defendants' and
 27 their Co-conspirators' unlawful conduct. As a result of Defendants' and their Co-conspirators'
 28 violation of section 16720 of the California Business and Professions Code, Plaintiffs bring this

1 claim pursuant to section 16750(c) and seek treble damages and the costs of suit, including
 2 reasonable attorneys' fees, pursuant to section 16750(a) of the California Business and
 3 Professions Code. Plaintiffs also seek injunctive relief pursuant to California Business and
 4 Professions Code section 16754.5.

5 **(Count Two – For Violation of the Cartwright Act, Business & Professions Code Section**
 6 **16720, by Assignment Pursuant to Government Code Sections 4552-4554)**
 7 **(Against All Defendants)**

8 192. Plaintiffs incorporate by reference and allege as if fully set forth herein paragraphs
 9 1 to 191 above with the same meaning, force and effect.

10 **(Count Three – For Violations of the Cartwright Act, Business & Professions**
 11 **Code Section 16760, Parens Patriae on Behalf of Natural Persons)**
 12 **(Against All Defendants)**

13 193. Plaintiffs incorporate by reference and allege as if fully set forth herein paragraphs
 14 1 to 198, above, with the same meaning, force and effect.

15 194. As a direct and proximate result of defendants' unlawful conduct described above,
 16 natural persons residing in the State of California were injured in their business and property in
 17 that they paid more for CRTs than they would have paid in the absence of defendants' unlawful
 18 conduct. Defendants' and their Co-conspirators' unlawful conduct has also resulted in
 19 deadweight loss to the economy of the State of California. As a result of Defendants' and their
 20 Co-conspirators' violation of section 16720 of the Business and Professions Code, the Attorney
 21 General brings this claim in the name of the people of the State of California, as *parens patriae*
 22 on behalf of natural persons residing in the state, and seeks treble damages and the costs of suit,
 23 including reasonable attorneys' fees, pursuant to section 16760(a) of the Business and Professions
 24 Code.

25 **II. SECOND CAUSE OF ACTION**

26 **(For Violation of the Unfair Competition Law**
 27 **Business & Professions Code Section 17200)**
 28 **(Against All Defendants)**

195. Plaintiffs incorporate by reference and allege as if fully set forth herein paragraphs
 1 to 194 above with the same meaning force and effect.

196. Beginning at a time presently unknown to Plaintiffs, but at least on or around

1 March 1, 1995, and continuing thereafter at least up to and including June 30, 2007, Defendants
 2 and their Co-conspirators committed acts of unfair competition, as defined by Sections 17200, *et*
 3 *seq.* of the California Business and Professions Code.

4 197. The acts, omissions, misrepresentations, practices, and non-disclosures of
 5 Defendants and their Co-conspirators, as alleged herein, constituted a common continuous and
 6 continuing course of conduct of unfair competition by means of unfair, unlawful and/or
 7 fraudulent business acts or practices within the meaning of California Business and Professions
 8 Code, Section 17200, *et seq.*, including, but not limited to, the following:

- 9 a. The violations of section 16720, *et seq.*, of the California Business and
 10 Professions Code, set forth above, thus constituting unlawful acts within the
 11 meaning of section 17200 of the California Business and Professions Code;
- 12 b. Defendants' acts, omissions, misrepresentations, practices and
 13 nondisclosures, as described above, whether or not in violation of Section
 14 16720, *et seq.* of the California Business and Professions Code, and whether
 15 or not concerted or independent acts, are otherwise unfair, unconscionable,
 16 unlawful or fraudulent;
- 17 c. Defendants' act and practices are unfair to consumers of CRTs in the State of
 18 California, within the meaning of section 17200, California Business and
 19 Professions Code; and
- 20 d. Defendants' acts and practices are fraudulent or deceptive within the
 21 meaning of section 17200 of the California Business and Professions Code.

22
 23 198. The unlawful and unfair business practices of Defendants and their Co-
 24 conspirators, and each of them, as described above, caused Plaintiffs to pay supra-competitive
 25 and artificially-inflated prices for CRTs. They suffered injury in fact and lost money or property
 26 as a result of such unfair competition.

27 199. As alleged in this Complaint, Defendants and their co-conspirators have been
 28 unjustly enriched as a result of their wrongful conduct and by Defendants' and their Co-

1 conspirators' unfair competition. Consumers of CRTs in California are accordingly entitled to
 2 equitable relief including restitution which may have been obtained by Defendants as a result of
 3 such business practices, pursuant to the California Business and Professions Code, sections 17203
 4 and 17204. Plaintiffs are also entitled to civil penalties to the maximum extent permitted by law
 5 pursuant to California Business and Professions Code, Section 17206, et seq.

6 **III. THIRD CAUSE OF ACTION**

7 **(For Unjust Enrichment)** 8 **(Against All Defendants)**

9 200. Plaintiffs incorporate by reference and allege as if fully set forth herein paragraphs
 10 1 to 199 above with the same meaning force and effect.

11 201. Plaintiffs conferred upon Defendants and their Co-conspirators an economic
 12 benefit, in the nature of anti-competitive profits resulting from unlawful overcharges and
 13 monopoly profits.

14 202. Defendants' and their Co-conspirators' financial benefits resulting from their
 15 unlawful and inequitable conduct are economically traceable to overpayments for CRTs by
 16 Plaintiffs.

17 203. The economic benefit of overcharges and unlawful monopoly profits derived by
 18 Defendants and their Co-conspirators through charging supra-competitive and artificially inflated
 19 prices for CRTs is a direct and proximate result of Defendants' and their Co-conspirators'
 20 unlawful practices.

21 204. It would be inequitable and unjust for Defendants and their Co-conspirators to be
 22 permitted to retain any of the unlawful proceeds resulting from their fraudulent, illegal, and
 23 inequitable conduct.

24 205. As alleged in this Complaint, Defendants and their Co-conspirators have been
 25 unjustly enriched as a result of their wrongful conduct and by Defendants' and their Co-
 26 conspirators' unfair competition. Plaintiffs are accordingly entitled to equitable relief including
 27 restitution and/or disgorgement of all revenues, earnings, profits, compensation and benefits
 28 which may have been obtained by Defendants and their Co-conspirators as a result of such

1 business practices.

2 **PRAYER FOR RELIEF**

3 WHEREFORE, Plaintiffs pray for judgment against Defendants as follows:

- 4 1. That judgment be entered in favor of Plaintiffs and against Defendants;
- 5 2. That the Court adjudge and decree that Defendants' contract, conspiracy, or
6 combination constitutes an illegal restraint of trade in violation of the Cartwright Act, section
7 16720, et seq., of the Business & Professions Code;
- 8 3. That the Court adjudge and decree that Defendants' contract, conspiracy, or
9 combination violates the Unfair Competition Law, section 17200, et seq. of the Business &
10 Professions Code;
- 11 4. That Plaintiffs be awarded their damages, trebled, in an amount according to
12 proof;
- 13 5. That Plaintiffs be awarded the deadweight loss (i.e., the general damage to the
14 economy of the State of California) resulting from Defendants' illegal activities;
- 15 6. That Plaintiffs be awarded restitution, including disgorgement of profits obtained
16 by Defendants as a result of their acts of unjust enrichment, or any acts in violation of state
17 antitrust or consumer protection statutes and laws, including section 17200 of the Business &
18 Professions Code;
- 19 7. That Plaintiffs and natural persons be awarded pre- and post-judgment interest,
20 and that the interest be awarded at the highest legal rate from and after the date of service of the
21 initial complaint in this action;
- 22 8. That Plaintiffs be awarded civil penalties, pursuant to California Business &
23 Professions Code section 17206 in the dollar amount of two thousand five hundred dollars and
24 zero cents, (\$2,500.00) for each violation of Defendants' anticompetitive conduct as set forth in
25 this Complaint;
- 26 9. That Defendants, their affiliates, successors, transferees, assignees, and the
27 officers, directors, partners, agents, and employees thereof, and all other persons acting or
28 claiming to act on their behalf be permanently enjoined and restrained from in any manner

1 prescribed by pursuant to California Business & Professions Code § 16754.5 including being
2 subject to measures necessary to restore competition;

3 10. That Plaintiffs recover their costs and reasonable attorney's fees; and

4 11. That the Court grant other legal and equitable relief as it may deem just and
5 proper, including such other relief as the Court may deem just and proper to redress, and prevent
6 recurrence of, the alleged violation in order to dissipate the anticompetitive effects of Defendants'
7 violations, and to restore competition.

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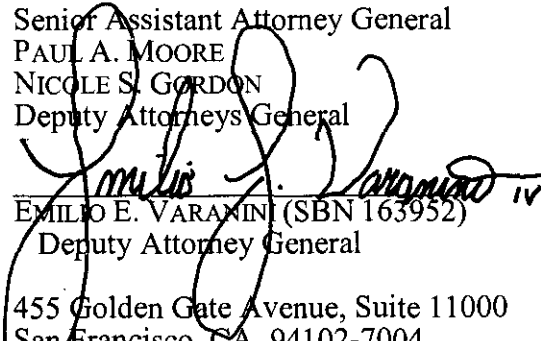
JURY TRIAL DEMANDED

Plaintiffs hereby demand trial by jury for all causes of action, claims or issues in this action which are triable as a matter of right to a jury.

Dated: November 8, 2011

Respectfully Submitted,

KAMALA D. HARRIS
Attorney General of California
MARK BRECKLER
Chief Assistant Attorney General
KATHLEEN E. FOOTE
Senior Assistant Attorney General
PAUL A. MOORE
NICOLE S. GORDON
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Attorneys for Plaintiffs

APPENDIX A

Corporate Entity	Venture	Corporation
Chunghwa		Chunghwa Picture Tubes, Ltd.
		Tatung Company (Parent)
		Chunghwa Picture Tubes (Malaysia) Sdn. Bhd. (Chunghwa Malaysia)
Daewoo/Orion		Orion Electric Company
		Daewoo Electronics Co., Ltd.
		Daewoo Telecom Company
		Daewoo Corporation
		Orion Electronics Component Company
	Joint Venture	Daewoo-Orion Société Anonyme ("DOSA") – joint venture between Daewoo Electronics Co., Ltd & Orion
	Joint Venture	TEDI – joint venture between Orion and Toshiba Corporation and 2 non-defendant entities
Hitachi		Hitachi Ltd.
		Hitachi Displays, Ltd.
		Hitachi Electronic Devices (USA) Inc., ("HEDUS")
		Hitachi America, Ltd.
		Hitachi Asia, Ltd.
		Shenzhen SEG Hitachi Color Display Devices, Ltd.
IRICO		IRICO Group Corporation ("IGC")
		IRICO Display Devices Co., Ltd. ("IDDC")
		IRICO Group Electronics Co., Ltd. ("IGE")
LG Electronics		LG Electronics, Inc. (formerly GoldStar Communications)
		LG Electronics USA, Inc. ("LGEUSA")
		LG Electronics Taiwan Taipei Co., Ltd. ("LGETT")
LP Displays		LP Displays International, Ltd f/k/a LG Philips Displays ("LP Displays")
Panasonic		Panasonic Corporation (f/k/a Matsushita Electronic Industrial Co., Ltd.)
	Joint Venture	MTPD – joint venture between Panasonic Corporation & Toshiba ¹
		Panasonic Consumer Electronic Co., ("PACEC") – subsidiary of Panasonic N.A.
		Panasonic Corporation of North America
		Matsushita Electronic Corporation (Malaysia) Sdn Bhd ²
	Joint Venture	MT Picture Display Co., Ltd. – joint venture between Panasonic Corporation & Toshiba ³
	Joint Venture	Beijing Matsushita Color CRT Company ("BMCC") – joint venture between Beijing Orient Electronics (Group) Co., Ltd., China National Electronics Import & Export Beijing Company and Company Yayunchun Branch (Industrial & Commercial Bank of China, Ltd.)

¹ Became wholly owned subsidiary of Panasonic in 2005.

² Transferred to MTPD in 2003.

³ Bought out by Panasonic.

1	Samsung		Samsung Electronics Co., Ltd.
			Samsung Electronics America, Inc. ("SEAI")
			Samsung SDI Co., Ltd f/k/a Samsung Display Device Co., Ltd ("Samsung SDI")
2			Samsung SDI America, Inc.
3			Samsung SDI Mexico S.A. de C.V. ("Samsung SDI Mexico")
4			Samsung SDI Brasil Ltda ("Samsung SDI Brasil")
5			Shenzhen Samsung SDI Co., Ltd. ("Samsung SDI Shenzhen")
6			Tianjin Samsung SDI Co., Ltd
7			Samsung SDI (Malaysia) Sdn. Bhd. ("Samsung SDI Malaysia")
8	Samtel		Samtel Color, Ltd.
9	Thai CRT		Thai CRT Company, Ltd. ("Thai CRT")
10			Toshiba Corporation
11		Joint Venture	P.T. Tosummit Electronic Devices Indonesia ("TEDI") – joint venture between Toshiba Corporation & Orion (n/k/a Daewoo Electronics Corporation) and 2 other non-defendant entities
12		Joint Venture	Toshiba-Matsushita Display Technology Co., Ltd – joint venture between Toshiba Corporation & Panasonic Corporation
13			Toshiba America, Inc. ("Toshiba America")
14			Toshiba America Consumer Product, LLC ("TCAP")
15			Toshiba America Information Systems, Inc. ("TAIP")
16			Toshiba America Electronics Components, Inc., ("TAEC")
17			Toshiba Display Devices (Thailand) Company, Ltd., ("TDDT") ⁴
18	Toshiba Entities	Joint Venture	P.T. Tosummit Electronic Devices Indonesia ("TEDI") – joint venture between Toshiba Corporation, Orion Electronic Corporation and 2 other non-defendant entities.

⁴ Transferred to joint venture with Panasonic Corporation (MTPD).

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar No., and address): Nicole Gordon, State Bar No. 224138 California Attorney General's Office 455 Golden Gate Avenue, Suite 11000 San Francisco, CA 94102-7004 TELEPHONE NO.: (415) 703-5702 FAX NO.: (415) 703-5843 ATTORNEY FOR (Name): The People of the State of California		<div style="border: 2px solid black; padding: 5px; transform: rotate(-15deg); font-weight: bold; font-size: 2em;">FILED</div> <div style="text-align: center;">FOR COURT USE ONLY</div> <div style="text-align: center;">San Francisco County Superior Court</div> <div style="text-align: center;">NOV 08 2011</div> <div style="text-align: center;">CLERK OF THE COURT</div> <div style="text-align: center;">By: Deputy Clerk</div>		
SUPERIOR COURT OF CALIFORNIA, COUNTY OF San Francisco STREET ADDRESS: 400 McAllister Street MAILING ADDRESS: CITY AND ZIP CODE: San Francisco, CA 94102 BRANCH NAME: Civic Center				
CASE NAME: State of California, et al. v. Samsung Electronics Co., Ltd., et al.				
<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;"> CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) </td> <td style="width: 50%; padding: 5px;"> Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402) </td> </tr> </table>			CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less)	Complex Case Designation <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)			

Items 1–6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:

Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other PI/PD/WD (23) Non-PI/PD/WD (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (16) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-PI/PD/WD tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/Inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (26) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400–3.403) <input checked="" type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)
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2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- | | |
|---|---|
| a. <input checked="" type="checkbox"/> Large number of separately represented parties
b. <input checked="" type="checkbox"/> Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve
c. <input checked="" type="checkbox"/> Substantial amount of documentary evidence | d. <input checked="" type="checkbox"/> Large number of witnesses
e. <input checked="" type="checkbox"/> Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
f. <input checked="" type="checkbox"/> Substantial postjudgment judicial supervision |
|---|---|
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☐ punitive
4. Number of causes of action (specify): 3
5. This case ☐ is ☒ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: 11/8/11
 Nicole Gordon

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE

- Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions.
- File this cover sheet in addition to any cover sheet required by local court rule.
- If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding.
- Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.

Page 1 of 2

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check **one** box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the **primary** cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES**Auto Tort**

Auto (22)—Personal Injury/Property Damage/Wrongful Death
Uninsured Motorist (46) (*if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto*)

Other PI/PD/WD (Personal Injury/Property Damage/Wrongful Death) Tort

Asbestos (04)
Asbestos Property Damage
Asbestos Personal Injury/Wrongful Death
Product Liability (*not asbestos or toxic/environmental*) (24)
Medical Malpractice (45)
Medical Malpractice—Physicians & Surgeons
Other Professional Health Care Malpractice
Other PI/PD/WD (23)
Premises Liability (e.g., slip and fall)
Intentional Bodily Injury/PD/WD (e.g., assault, vandalism)
Intentional Infliction of Emotional Distress
Negligent Infliction of Emotional Distress
Other PI/PD/WD

Non-PI/PD/WD (Other) Tort

Business Tort/Unfair Business Practice (07)
Civil Rights (e.g., discrimination, false arrest) (*not civil harassment*) (08)
Defamation (e.g., slander, libel) (13)
Fraud (16)
Intellectual Property (19)
Professional Negligence (25)
Legal Malpractice
Other Professional Malpractice (*not medical or legal*)
Other Non-PI/PD/WD Tort (35)

Employment

Wrongful Termination (36)
Other Employment (15)

Contract

Breach of Contract/Warranty (06)
Breach of Rental/Lease
Contract (*not unlawful detainer or wrongful eviction*)
Contract/Warranty Breach—Seller Plaintiff (*not fraud or negligence*)
Negligent Breach of Contract/Warranty
Other Breach of Contract/Warranty
Collections (e.g., money owed, open book accounts) (09)
Collection Case—Seller Plaintiff
Other Promissory Note/Collections Case
Insurance Coverage (*not provisionally complex*) (18)
Auto Subrogation
Other Coverage
Other Contract (37)
Contractual Fraud
Other Contract Dispute

Real Property

Eminent Domain/Inverse Condemnation (14)
Wrongful Eviction (33)
Other Real Property (e.g., quiet title) (26)
Writ of Possession of Real Property
Mortgage Foreclosure
Quiet Title
Other Real Property (*not eminent domain, landlord/tenant, or foreclosure*)

Unlawful Detainer

Commercial (31)
Residential (32)
Drugs (38) (*if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential*)

Judicial Review

Asset Forfeiture (05)
Petition Re: Arbitration Award (11)
Writ of Mandate (02)
Writ—Administrative Mandamus
Writ—Mandamus on Limited Court Case Matter
Writ—Other Limited Court Case Review
Other Judicial Review (39)
Review of Health Officer Order
Notice of Appeal—Labor Commissioner Appeals

Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400–3.403)

Antitrust/Trade Regulation (03)
Construction Defect (10)
Claims Involving Mass Tort (40)
Securities Litigation (28)
Environmental/Toxic Tort (30)
Insurance Coverage Claims (*arising from provisionally complex case type listed above*) (41)

Enforcement of Judgment

Enforcement of Judgment (20)
Abstract of Judgment (Out of County)
Confession of Judgment (*non-domestic relations*)
Sister State Judgment
Administrative Agency Award (*not unpaid taxes*)
Petition/Certification of Entry of Judgment on Unpaid Taxes
Other Enforcement of Judgment Case

Miscellaneous Civil Complaint

RICO (27)
Other Complaint (*not specified above*) (42)
Declaratory Relief Only
Injunctive Relief Only (*non-harassment*)
Mechanics Lien
Other Commercial Complaint Case (*non-tort/non-complex*)
Other Civil Complaint (*non-tort/non-complex*)

Miscellaneous Civil Petition

Partnership and Corporate Governance (21)
Other Petition (*not specified above*) (43)
Civil Harassment
Workplace Violence
Elder/Dependent Adult Abuse
Election Contest
Petition for Name Change
Petition for Relief From Late Claim
Other Civil Petition